

GAS SERVICES DIVISION  
GSD - 1 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DS RRC TARIFF NO: 35938

DESCRIPTION: Distribution Sales STATUS: A  
 EFFECTIVE DATE: 03/23/2023 ORIGINAL CONTRACT DATE: 01/10/2022 RECEIVED DATE: 03/24/2023  
 GAS CONSUMED: N AMENDMENT DATE: 09/01/2022 OPERATOR NO: 829193  
 BILLS RENDERED: Y INACTIVE DATE:

RATE SCHEDULE

SCHEDULE ID	DESCRIPTION
GL-1	<p>4. UNMETERED GAS LIGHT FIRM SALES SERVICE (GL-1)</p> <p>4.1. AVAILABILITY</p> <p>4.1.1. This rate schedule is available at points of adequate capacity and suitable pressure. This rate schedule is available to new or existing customers for unmetered gas, to be used solely for the continuous operation of natural gas lighting fixtures. Service under this rate schedule is offered at the Company's discretion, and only when metering the lighting fixtures' consumption is not economical.</p> <p>4.1.2. This rate schedule is applicable to unmetered, continuously burning, natural gas lighting. The natural gas lighting fixture must be equipped with a natural gas or L.P. regulator approved by the Company, capable of regulating Company's main line pressure down to an appropriate pressure level. Where applicable, the natural gas lighting fixture must also be equipped with an orifice that will restrict gas flow to the appropriate cubic feet per hour input capacity rate, identified in this schedule. Customer is responsible for all natural gas lighting fixture modifications, maintenance, and installation. Company must inspect and approve the lighting fixture, any fixture modifications, and fixture installations, before natural gas service is made available.</p> <p>4.1.3. Company is responsible for providing a main line tap, cut-off valve, and up to 75 feet of service line per natural gas lighting fixture. Customer will be responsible for the cost of service line installation beyond 75 feet. Company must inspect and approve the natural gas lighting fixture, any fixture modifications, and fixture installation, before natural gas service is made-available. The Ccf to be billed during a billing period shall be calculated using the following procedure: (A) Manufacturers rated input for each gas light in cubic feet per hour; multiplied by (B) the number of lights in installation; multiplied by (C) 7.3.</p> <p>4.2. RATE</p> <p>4.2.1. The customer shall be charged in accordance with the currently effective residential or commercial rate schedule otherwise applicable to the customer served hereunder.</p> <p>4.3. MINIMUM CHARGE</p> <p>4.3.1. The minimum charge rate shall be computed in accordance with the currently effective residential or commercial rate schedule otherwise applicable to the customer served hereunder.</p> <p>4.4. RIDERS</p> <p>4.4.1. The applicability of riders shall be in accordance with the currently</p>

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effective residential or commercial rate schedule otherwise applicable to the customer served hereunder, except for the WNA Rider, which shall not apply, as gas light usage is not affected by weather.

4.4.2. Service will be rendered under this rate schedule until service is discontinued to customer or until the schedule is superseded.

4.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

4.5.1. The Company`s Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

GSR

1. GAS SUPPLY RATE (GSR)

1.1. GAS SUPPLY RATE (GSR) APPLICABILITY AND REQUIREMENTS The charges for gas sales service contained in Companys total billing to sales customers shall include the cost of gas

sold as identified in this Rider. For purposes of this Rider the cost of gas sold shall include the sum of all gas purchased for Companys customers, upstream transportation charges, storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments used by Company to stabilize prices.

1.2. DEFINITIONS

1.2.1. Cost of Gas Sold - For purposes of this clause the cost of gas sold during a month shall be the sum of all gas purchased for the customers, transportation and storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, and any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments to stabilize gas prices.

1.2.2. Lost and Unaccounted for Gas (LUFG) ` For purposes of this clause LUFG will be the portion of the Cost of Gas Sold that is not delivered to sales or transportation customers. LUFG is calculated as purchase volumes less sales volumes. More specifically it will contain Shrinkage, Company Used gas, and Remaining LUFG (RLUFG). Shrinkage is calculated by rate classification at the time of billing and represents a calculation of gas delivered but not measured to customers due to known departures from the Ideal Gas Laws. Company Used Gas is gas measured directly to Company facilities, and RLUFG is total LUFG less Shrinkage and Company Used Gas. Company shall not be allowed to recover LUFG in excess of 5%, computed on an annual basis.

1.2.3. Fixed Transportation Charges - Charges incurred for transporting gas to Companys system that do not vary with the volume of gas being transported, including, for example, pipeline Firm Transportation (FT) and No Notice Transportation (NNT) demand and/or reservation fees.

1.2.4. Fixed Storage Charges - Charges incurred for storing gas that do not vary with the volume of gas injected into or withdrawn from storage, including, for example, Firm Storage Service (FSS) demand and/or reservation fees.

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1.2.5. Fixed Gas Supply Charges - Charges incurred for the acquisition of gas supply that do not vary with the volume of gas purchased, including, for example, supply demand and/or reservation fees.

1.3. GSR FILINGS

1.3.1. Scheduled GSR Filings: Company shall make two Scheduled GSR Filings each year: a Winter Season GSR and a Summer Season GSR. The Winter Season GSR shall be effective for billings

rendered to customers during the months of November through the following March.

The Summer Season GSR shall be effective for bills rendered to customers during the months of April through the

following October. The Winter Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirement for the period between the effective date of filing and the

next Summer Season GSR; and, (2) all of the annual actual cost (true-up or secondary adjustment factor) adjustments and any refund factor adjustments relating to or arising during the immediately

preceding 12 months ending August each year. The Summer Season GSR filing shall

contain rates reflecting: (1) the then current estimate of gas cost revenue

requirements for the period between the

effective date of the Summer Season GSR and the effective date of its next Winter

Season GSR; and, (2) maintaining all of the actual cost of gas adjustment (annual

true-up or secondary adjustment)

and any refund adjustments.

1.3.2. Unscheduled GSR Filings: Should a projected under or over recovery balance arise during any seasonal GSR period which exceeds ten percent (10%) of the projected annual gas cost per the most

recent scheduled GSR filing, then the Company may propose an Unscheduled GSR

filing. If an Unscheduled GSR Filing is made, that filing: (1) must contain rates

reflecting the then current estimate of the

gas cost revenue requirement for the period from the effective date of such filing

to the next scheduled filing, and (2) must maintain all of the actual cost of gas

adjustment (annual true-up or secondary

adjustment factors) and any refund adjustment factors. The Unscheduled GSR Factor

shall remain in effect only until the next scheduled GSR Filing.

1.3.3. Scheduled and any Unscheduled GSR filings shall be filed with the Commission

by the last business day of the month immediately preceding the month the proposed

new GSR factor will be implemented.

1.4. ALLOCATION OF COSTS

1.4.1. Calculation of Demand Cost Component: Calculating demand costs - The demand gas cost revenue requirement component shall be the annual total of the gas costs

that do not vary with the actual consumption, such as fixed transportation and

storage costs, fixed gas supply charges, and fixed financial charges associated

with financial instruments purchased to stabilize prices. Calculating demand

cost allocation- The demand cost component of each season's filing shall be

calculated by multiplying the total annual projected demand costs by the

appropriate allocation factors for those demand costs

for the respective RS-1, and the non- TSO SCS customers (defined as the factor

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representing the peak day demand for the non-TSO SCS-1, non-TSO SCS-2, and non-TSO SCS-3 customers), and LCS customers.

1.4.2. Calculation of Commodity Cost Component: Calculating commodity costs by season - The commodity gas cost revenue requirement component of each season's GSR shall be the sum of all gas

cost purchased for sales customers other than demand costs or LUFG costs, such as variable transportation costs, gas supply commodity costs, and the transaction costs associated with the use of

futures contracts and options and other prudently incurred costs associated with various financial instruments purchased by Company to stabilize gas supply rates. The commodity gas costs shall include

the commodity cost of storage withdrawals and injections. Company will utilize any technique or method it deems reasonable for purposes of estimating the commodity cost component of each seasonal

filing. Seasonal commodity cost allocation - the seasonal commodity costs assigned to RS-1 and non-TSO SCS and LCS customers will be determined by multiplying the Seasonal Commodity Cost by the

ratio of estimated sales volumes for the respective classes in that season. For purposes of Commodity allocation and the establishment of Commodity rates, the SCS-1, SCS-2, and SCS-3 classes will be combined and considered as one class.

1.4.3. LUFG Allocation: For purposes of LUFG allocation, and the establishment of LUFG rates, the SCS-1, SCS-2, and SCS-3 classes will be combined and considered as one class. For purposes of

calculating the allocation percentages only, LUFG-in-Kind will be added to LUFG and will be known as True LUFG. True LUFG will be allocated to the respective rate classes based on the factors established

below for each of the components of LUFG: Shrinkage ` for each rate class (including regular sales and TSO customers) shall be determined based on cost causation. Company Used Gas ` shall be

determined by the direct measurement of the gas consumed by Company facilities, and allocated to each rate class (including regular sales and TSO customers) based on the ratio of the number of

customers in each class and the total for such classes. Remaining LUFG (RLUFG) ` shall be defined as the difference between (a) total True LUFG; and (b) the sum of Shrinkage and Company Used Gas established above. It shall be allocated to the

respective customer classes as follows: 55% based on the volumes for the most recent twelve-month-ending August period of the rate classes (including regular sales and TSO customers). 35% based on the demand components for the rate classes

(including regular sales and TSO customers). 10% based on the annualized number of customers of the rate classes (including regular sales and TSO customers) as of the most recent twelve-month-ending August period. The sum of the allocated LUFG

volumes for the three LUFG components will be used to develop an allocation percentage by class to be applied to the LUFG cost.

1.5. RATE CALCULATION RS-1 Customers - The GSR for Residential customers will be a per Ccf rate that is determined by summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that

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total by the projected seasonal volumes for the residential class and adding that result to the per Ccf rate determined by dividing the allocated annual costs in Part 1.4.1. by the estimated annual sales volumes. SCS and LCS Customers - The commodity portion of the rate for non-TSO customers will be determined by respectively summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the respective classes. SCS-1, SCS-2, and SCS-3 customers will be combined and considered as one class for purposes of determining the commodity portion of the rate. While the calculation will be made in Ccf, it will be appropriately translated to MMBtu as needed. The demand portion of the rate for LCS non-TSO customers will be charged to the customers based on their assigned CDs in MMBtu. The rate will be determined by dividing the respective classes allocated costs in Part 1.4.1. above by their respective annualized CDs. Since the demand charges are part of an overall non-specific set of upstream contracts, the support for their allocations will be provided in the schedules supporting the filing. Allocation and Demand Rate Calculation for SCS-1, SCS-2, and SCS-3 Customers ` The costs allocated to the combined SCS-1, SCS-2, and SCS-3 customer classes will be based on the allocation of costs as described in paragraph 1.4.1. The demand portion of the rate for the non-TSO SCS-1 customers and the non-TSO SCS-2 customers (during the November-March period) will be determined by dividing the costs attributable to the SCS customer class reduced by the anticipated demand revenue paid by SCS-2 class in the summer period (April ` October) and further reduced by the demand revenue paid by the SCS-3 class for the entire year (September ` August), by the sum of the projected annualized SCS-1 volumes and the projected SCS-2 winter volumes (November-March). The demand portion of the rate for the non-TSO SCS-2 customer class in the summer period (April ` October) will be \$0.01984 per Ccf. The demand portion of the rate for the non-TSO SCS-3 customer class will be \$0.04310 per Ccf for the entire period (November ` October).

1.6. SPECIAL PROVISION REGARDING TSO CUSTOMERS LUFG costs - Customers under the TSO option may provide LUFG-in-Kind gas volumes. The LUFG-in-Kind (volumetric delivery requirement) for each customers account will be determined based on the most recent twelve-month ended August period and expressed as a percentage of the gas delivered for the customers account at the customers point of consumption. The percentage will be determined by dividing the allocated volumes of total LUFG in the respective class (SCS or LCS) by the total estimated sales volumes in their respective class. Assignment of Surcharges to TSO Customers - In the event an LCS-1, SCS-1, or SCS-3 customer changes its supply service election at the end of the contract term from the system supply option (SSO), the amount of the deferred gas cost account attributable to that customer shall be charged or distributed to that customer, whichever is applicable. The charging to or distribution of the deferred gas cost account attributable to that customer shall be removed or added to the deferred gas cost account of the applicable rate

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schedule.

1.7 DEFERRED PURCHASED GAS COST ACCOUNTS Company shall establish and maintain a Deferred Gas Cost Account(s) in which shall be recorded any over or under recovery resulting from the operation of the GSR procedure. Such over or under recovery by class shall be determined monthly by comparison of the actual Cost of Gas Sold as defined above for each cost month to the gas cost revenue recovery for the same revenue month as the cost month. The accumulated balance of over or under recovered gas costs, plus the carrying charge described below, shall be used to determine the surcharge. The surcharge shall be computed annually by dividing each class cumulative balance over recoveries or under recoveries as of the end of each August by the respective class estimated volumes of sales for the projected twelve-month period. The surcharge shall be filed annually and will be included with the Scheduled Winter Season GSR Filing and shall be rounded to the nearest \$0.0001 per Ccf. The surcharge shall remain in effect until the earlier of: (1) superseded by a subsequent surcharge calculated according to this provision or, (2) the beginning of the second revenue month following the month in which the full recovery or refund is accomplished if such full recovery or refund is accomplished prior to the end of the established recovery period. A carrying charge shall be included in the monthly under or over recovery balance resulting from the monthly comparison of the actual Cost of Gas Sold to the revenue recovery resulting from the application of the prescribed GSR, and a carrying charge shall be included in the monthly under or over recovery balance applicable to the surcharge. The monthly carrying charge shall be determined by multiplying the average of the beginning and ending month balance of under or over recovery for the cost month times the rate of interest applicable to customer deposits.

1.8. DEMAND ALLOCATION It is recognized that over time as customer classifications change or demand levels change, the accuracy of the originally approved demand factors may deteriorate. Company can request a change in the allocation procedures with a minimum three month lead time prior to the filing date for the seasonal filings. Changes under this provision are limited to changes required to restore the accuracy of the originally approved demand factors and shall be not be used by either Company or the applicable regulator to implement changes in allocation methodologies that would normally require a general rate application.

1.9. REFUND PROVISION If an increase in the cost of gas paid or payable to Company shall be reduced by the final order of a duly constituted regulatory body or the final decree of a court, if appealed thereto, and such increase shall have been reflected in Companys rate to the extent and in the manner specified in this GSR, Company shall report to the Commission the receipt of any refunds resulting from such final order or decree. Thereupon, Company shall submit for the Commissions approval a plan to make equitable disposition of such refund monies to the extent such monies represent increased

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charges paid by its customers as result of this GSR; provided, however, that if the amount to be refunded to customers hereunder with respect to a particular refund received does not amount to more than one-tenth cent per Ccf, then Company will apply that refund as a credit in its cost of gas computations hereunder for the month in which it receives the refund from its supplier. Nothing in this clause shall be construed to require refunds or a reduction of Companys rate as a result of such an order reducing the cost of gas where the original increase in the cost of gas has not been reflected in Companys billings for its sales to customers under this rate schedule.

1.10. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service ` Off-Peak (SCS-2) Small Commercial Firm Sales Service` NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

**PSIF**

Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2022 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.18, based on \$1.00 per service line. It will be collected from April 1, 2022 to April 30, 2022.

**SCS-3**

6. SMALL COMMERCIAL FIRM SALES SERVICE`NGV (SCS-3)  
6.1. AVAILABILITY  
6.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Companys existing facilities. This rate schedule is available to any consumer engaging in business, professional, institutional, agricultural or other non-residential activity who purchases annual volumes less than 365,000 Ccf and who receives this natural gas from the Company through an individual meter, and whose sole usage of natural gas through this meter is to provide compressed natural gas for use as a vehicle fuel. Standby Service is not available under this rate schedule. In cases where this compressed natural gas is resold to the public, the end price of the compressed natural gas sold or delivered by the customer to the vehicles receiving the compressed natural gas is not subject to the regulated pricing restrictions of this rate schedule.  
6.1.2. Company has historically allowed the volume usage of meters at business facilities under common ownership and subject to this rate schedule to be aggregated for the sole purpose of establishing eligibility for transportation as referenced in Part 3.1.3. of Rate Schedule LCS-1. Customers historically qualifying for transportation under this aggregation provision shall remain subject to the rates and charges under this rate schedule in addition to any additional specific rates, charges, or adjustment riders peculiar to the Transportation Supply Option (TSO) set out in Rate Schedule LCS-1, such as, but not limited to, administrative fees. Customers

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aggregating volume shall be subject to all provisions and policies governing TSO option customers as specified in LCS-1, except as provided for herein. Although no aggregation will be allowed for eligibility, the ability to aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS-3 or LCS rate schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO. For the purpose of establishing eligibility for the TSO defined in the LCS rate schedule, customers experiencing or anticipating an average daily demand of 10 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. Customers qualifying for transportation who choose the TSO shall be subject to rates and charges under the SCS-3 rate schedule, and are additionally subject to any additional specific rates, charges or riders specific to the TSO.

6.1.3 Customers converting from transportation service to sales service will be required to contract for such sales services between the months of February through April preceding the expiration of the primary or any succeeding term of the Customers existing contract. Customers seeking to contract for sales service during the required time frame will be allowed to convert to sales service provided that the Company is able to secure firm upstream transportation capacity and other upstream pipeline services sufficient to meet the Customers needs. Any such conversion will be effective upon the expiration of the term of the Customers existing contract, unless the Company and the Customer agree otherwise.

6.1.4. Seasonal Transportation. Customer facilities experiencing more than 80% of annual load during the flow months April through October, and who experience or anticipate an average daily demand of more than 10 MMBtu per day during any consecutive 30-day period of the preceding or succeeding April through October, are eligible to transport on a seasonal basis. Customers meeting the aforementioned criteria, may elect the TSO option and choose a subsequent return to the System Supply Option (SSO) only once during the calendar year. Customers electing the TSO on a seasonal basis, pursuant to notice given prior to May 31st or thirty days prior to commencement of service, whichever is earlier, may receive transportation service for a continuous period of at least 30 days between April 1 and October 31. Customers electing the TSO option on a seasonal basis are subject to the TSO contract administration fee. Additionally, each participating location



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shall pay a \$300 set-up fee upon initial election and upon any subsequent return to transportation service.

6.1.5. Term. This rate schedule shall have an extended term of the shorter of three (3) years from the date of Commission approval or the completion of the Companys next general rate filing, unless otherwise extended further by Order of the Commission.

6.2. RATES

6.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows: (a) Monthly Customer Charge - \$15.63. The monthly customer charge shall

be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Rate for customers electing the SSO option: First 1,500 Ccf at \$0.18242 1,501 ` 15,000 Ccf at

\$0.13797 Over 15,000 Ccf at \$0.05915 Distribution Rate for customers electing the TSO option: First 150 MMBtu at \$1.79532 151 ` 1,500 MMBtu at \$1.35787 Over 1,500 MMBtu at \$0.58211

(c) Gas Supply Rate - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Companys Gas Supply Rate Rider.

6.2.2. Rates for customers historically qualifying for service under the Part

8.1.2. aggregation provision and customers qualifying for transportation under this rate schedule will be subject to thermal

adjustment. Delivered volumes will be adjusted by the appropriate thermal content factor obtained from the nearest available chromatograph or sampling location (Ccf / 10) x thermal content factor = MMBtu).

6.3. MINIMUM CHARGE

6.3.1. Monthly Customer Charge -- \$15.63. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

6.4. TELEMETERING

6.4.1. Telemetering is required for customers electing and qualifying for transportation service. Company shall install telemetry equipment of standard make and manufacture to determine hourly and

daily flow at customers point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available.

Customer will pay Company for telemetry

equipment under one of the following payment options as chosen by the customer: ( )

Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment

and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. ( ) Option 2: Customer will provide an analog phone line for each meter but

elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84

per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter. ( )

Option 3: Customer elects wireless service

through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for

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standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees. ( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. In the event customer has in place working telemetering facilities and equipment; and the customer receives system supply service; and Company determines it necessary to keep the telemeter(s) operational, Company will arrange and pay for the associated telecommunications cost while the customer receives sales service under this rate schedule.

6.4.2. If customer chooses analog telemetry, then customer shall be responsible for installing and maintaining telecommunication lines. Should customer fail to maintain or repair telecommunication lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary. If customer chooses wireless telemetry, then customer shall pay Company \$10 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.

6.5. RIDERS

6.5.1. In addition to the Gas Supply Rate Rider, the following riders, as on file with the Commission and in effect from time to time, are applicable to service under this rate schedule: Rider Identification on Name Description Customer Bills TA Municipal Tax Adjustment Municipal Franchise Adj EECR Energy Efficiency Cost Recovery Rider EE Cost Rate

6.5.2. Service will be rendered under this rate schedule until service is discontinued to customer, the customer no longer qualifies for service under the SCS-3 rate schedule, but qualifies for service under the Small Commercial Firm Service (SCS-1) rate schedule, or the customer qualifies for service under the Large Commercial Firm Service rate schedule.

6.6. RULES AND REGULATIONS GOVERNING UTILITY SERVICE The Company`s Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

TA

3. MUNICIPAL TAX ADJUSTMENT CLAUSE (TA)

3.1. The Company will pass on Municipal Taxes to Local Customers by adding to each monthly bill rendered a Local Customer as a separate line item identified as Municipal Franchise Adj, an amount calculated on an equal-per-meter basis determined in accordance with the following:

3.1.1. As used herein, the term City Tax, or Municipal Tax, refers to any and all privilege, occupation, franchise meter, gross receipts or other tax or assessment

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of whatever kind and by whatever name (except ad valorem taxes) now and at any time hereafter levied on, the Company by any Municipality.

3.1.2. Municipality refers to the local taxing authority imposing the Municipal Tax, whether city, town, village, unincorporated association, district, county or other

authority authorized to impose same under present or future law.

3.1.3. Local Customers refers to any and all residential and general service customers in Texas that are within the geographical boundaries or taxing authority of

the Municipality; provided, that if a particular tax ordinance or other act imposing the Municipal Tax includes in its taxing impact any service locations that would

otherwise not be considered a Local Customer hereunder, then such service will be included in the term Local Customer.

3.2. Notwithstanding the above, if a particular tax ordinance or other act imposing the Municipal Tax specifies a method of payment of collection other than on an equal-per-meter basis, then the method so specified shall be utilized provided such method results in the collection of taxes from Local Customers equal to the taxes levied on the Company

3.3. The Company, upon receipt of a certified copy of the approved municipal ordinance will initiate the pass-on of any increase or decrease in taxes subject to this

clause beginning with the billing cycle immediately following receipt of the ordinance, and upon the availability of customer billing data necessary to initiate or to revise the calculation of the pass-on.

3.4. If at any time there is a significant change in any of the above determining factors which will cause an unreasonable over or under collection of Municipal Taxes,

the Company will adjust the amount collected so that such over or under collection will be minimized.

3.5. APPLICABLE RATE SCHEDULES: Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service Off-Peak (SCS-2) Small Commercial Firm Sales Service`NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

**WNA**

WEATHER NORMALIZATION ADJUSTMENT (WNA)

4.1. For bills rendered from November 1 through April 30 each year, the applicable margin rates for gas service to customers served under the applicable rate schedules shall be adjusted

by a Weather Normalization Adjustment (WNA) to reflect much of the impact of heating degree day variations from normal levels which were used to set rates under the applicable rate schedules.

4.2. In order to calculate the total weather adjustment for the applicable billing cycle, a weather deviation is computed and multiplied by the applicable margin rate. A per Ccf WNA adjustment is

calculated by dividing the total weather adjustment by the average Ccf usage per

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RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DS RRC TARIFF NO: 35938

**RATE SCHEDULE**

SCHEDULE ID

DESCRIPTION

customer for all customers in each billing cycle, using the formula described below. The per Ccf adjustment for each applicable rate schedule is applied to customer`s usage for the billing cycle. The WNA shall be separately identified on customer bills.

4.3. CALCULATION OF WEATHER NORMALIZATION ADJUSTMENT

4.3.1. The WNA is calculated as follows:  $WNA_i = R_i(DDF_i (NDD - ADD)) AAU_i$  Where:  $i$  = Any particular rate classification to which the WNA is to be applied. WNA = Weather Normalization Dollar

Adjustment per Ccf  $R$  = Applicable Margin Rate  $DDF$  = Degree Day Factor associated with the applicable rate schedule: Residential Service (RS-1) .1536 Small Commercial Sales (SCS-1) (SSO)

.5921  $NDD$  = Normal Degree Days during the billing cycle  $ADD$  = Actual Degree Days during the billing cycle  $AAU$  = Average Actual Usage per customer for each billing cycle

4.4. DEFINITIONS

4.4.1. Normal Degree-days: The heating degree-days, which are based on a 30- year average ending June 30, 2015 as are shown on Attachment 1.

4.4.2. Actual Degree Days: The actual heating degree days as published by Weather Services Corporation, or any other nationally recognized third party weather service.

4.4.3. Applicable Margin Rate:

4.4.3.1. The Residential Service (RS-1). The RS-1 WNA marginal rate will use the marginal rate of the residential volumes that are in excess of 15 Ccf. The resulting WNA price will be applicable only to volumes in excess of 15 Ccf.

4.4.3.2. The Small Commercial Sales Service (SCS-1) System Supply Option (SSO). The SCS-1 WNA marginal rate will use a weighted average marginal rate of the November - April SCS-1 SSO

volumes that are in excess of 78 Ccf. The mechanics will be to use the monthly bill frequencies to determine the volume in the 79-1,500 Ccf range, the volume in the 1,501-15,000 Ccf range, and the volume above the 15,000 Ccf range. The weighted average margin will be determined by applying the first block margin rate to the 79-1,500 Ccf volumes, the second block margin rate to the volumes in the 1,501-15,000 range, and the third block margin rate to the volumes in the range above 15,000 Ccf, summing those totals and dividing the results by the total volumes in those ranges. The resulting WNA price will only apply to volumes in excess of 78 Ccf.

4.5. APPLICABLE RATE SCHEDULES

Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) System Supply Option (SSO) ATTACHMENT NO. 1 TO WNA TARIFF DAILY NORMAL HDDS FOR WNA BILLING

FOR THE THIRTY YEAR PERIOD ENDED JUNE 30, 2015

Date HDD Date HDD Date HDD Date HDD Date HDD Date HDD Date HDD Date HDD  
Date HDD Date HDD Date HDD 1-Jan 23 1-Feb 21 1-Mar 16 1-Apr 7 1-May 2 1-Jun 0 1-Jul  
0 1-Aug 0 1-Sep 0 1-Oct 1 1-Nov 8 1-Dec 17 2-Jan 23 2-Feb 21 2-Mar 16 2-Apr 7 2-May  
2 2-Jun 0 2-Jul 0 2-Aug 0 2-Sep 0 2-Oct 1 2-Nov 8 2-Dec 18 3-Jan 23 3-Feb 21 3-Mar

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16 3-Apr 7 3-May 2 3-Jun 0 3-Jul 0 3-Aug 0 3-Sep 0 3-Oct 2 3-Nov 8 3-Dec 18 4-Jan  
 23 4-Feb 21 4-Mar 15 4-Apr 7 4-May 2 4-Jun 0 4-Jul 0 4-Aug 0 4-Sep 0 4-Oct 2 4-Nov  
 9 4-Dec 19 5-Jan 23 5-Feb 21 5-Mar 15 5-Apr 6 5-May 1 5-Jun 0 5-Jul 0 5-Aug 0 5-Sep  
 0 5-Oct 2 5-Nov 9 5-Dec 19 6-Jan 23 6-Feb 21 6-Mar 14 6-Apr 6 6-May 1 6-Jun 0 6-Jul  
 0 6-Aug 0 6-Sep 0 6-Oct 2 6-Nov 9 6-Dec 19 7-Jan 23 7-Feb 21 7-Mar 14 7-Apr 6 7-May  
 1 7-Jun 0 7-Jul 0 7-Aug 0 7-Sep 0 7-Oct 2 7-Nov 10 7-Dec 20 8-Jan 23 8-Feb 21 8-Mar  
 14 8-Apr 6 8-May 8 8-Jun 0 8-Jul 0 8-Aug 0 8-Sep 0 8-Oct 2 8-Nov 10 8-Dec 20 9-Jan 23  
 9-Feb 21 9-Mar 13 9-Apr 6 9-May 1 9-Jun 0 9-Jul 0 9-Aug 0 9-Sep 0 9-Oct 2 9-Nov 10  
 9-Dec 20 10-Jan 23 10-Feb 20 10-Mar 13 10-Apr 5 10-May 1 10-Jun 0 10-Jul 0 10-Aug 0  
 10-Sep 0 10-Oct 3 10-Nov 11 10-Dec 20 11-Jan 23 11-Feb 20 11-Mar 13 11-Apr 5 11-May  
 1 11-Jun 0 11-Jul 0 11-Aug 0 11-Sep 0 11-Oct 3 11-Nov 11 11-Dec 21 12-Jan 23 12-Feb  
 20 12-Mar 12 12-Apr 5 12-May 1 12-Jun 0 12-Jul 0 12-Aug 0 12-Sep 0 12-Oct 3 12-Nov  
 11 12-Dec 21 13-Jan 23 13-Feb 20 13-Mar 12 13-Apr 5 13-May 1 13-Jun 0 13-Jul 0 13-  
 Aug 0 13-Sep 0 13-Oct 3 13-Nov 11 13-Dec 21 14-Jan 23 14-Feb 20 14-Mar 12 14-Apr 4  
 14-May 1 14-Jun 0 14-Jul 0 14-Aug 0 14-Sep 0 14-Oct 3 14-Nov 12 14-Dec 21 15-Jan 23  
 15-Feb 19 15-Mar 11 15-Apr 4 15-May 1 15-Jun 0 15-Jul 0 15-Aug 0 15-Sep 0 15-Oct 3  
 15-Nov 12 15-Dec 22 16-Jan 23 16-Feb 19 16-Mar 11 16-Apr 4 16-May 1 16-Jun 0 16-Jul  
 0 16-Aug 0 16-Sep 0 16-Oct 4 16-Nov 12 16-Dec 22 17-Jan 23 17-Feb 19 17-Mar 11 17-  
 Apr 4 17-May 1 17-Jun 0 17-Jul 0 17-Aug 0 17-Sep 0 17-Oct 4 17-Nov 13 17-Dec 22 18-  
 Jan 23 18-Feb 19 18-Mar 11 18-Apr 3 18-May 0 18-Jun 0 18-Jul 0 18-Aug 0 18-Sep 0  
 18-Oct 4 18-Nov 13 18-Dec 22 19-Jan 22 19-Feb 18 19-Mar 10 19-Apr 3 19-May 0 19-Jun  
 0 19-Jul 0 19-Aug 0 19-Sep 0 19-Oct 4 19-Nov 13 19-Dec 23 20-Jan 22 20-Feb 18 20-  
 Mar 10 20-Apr 3 20-May 0 20-Jun 0 20-Jul 0 20-Aug 0 20-Sep 0 20-Oct 5 20-Nov 14 20-  
 Dec 23 21-Jan 22 21-Feb 18 21-Mar 10 21-Apr 3 21-May 0 21-Jun 0 21-Jul 0 21-Aug 0  
 21-Sep 0 21-Oct 5 21-Nov 14 21-Dec 23 22-Jan 22 22-Feb 18 22-Mar 10 22-Apr 3 22-May  
 0 22-Jun 0 22-Jul 0 22-Aug 0 22-Sep 0 22-Oct 5 22-Nov 14 22-Dec 23 23-Jan 22 23-Feb  
 18 23-Mar 10 23-Apr 3 23-May 0 23-Jun 0 23-Jul 0 23-Aug 0 23-Sep 0 23-Oct 5 23-Nov  
 14 23-Dec 23 24-Jan 22 24-Feb 17 24-Mar 9 24-Apr 2 24-May 0 24-Jun 0 24-Jul 0 24-  
 Aug 0 24-Sep 0 24-Oct 5 24-Nov 15 24-Dec 23 25-Jan 22 25-Feb 17 25-Mar 9 25-Apr 2  
 25-May 0 25-Jun 0 25-Jul 0 25-Aug 0 25-Sep 1 25-Oct 6 25-Nov 15 25-Dec 24 26-Jan 22  
 26-Feb 17 26-Mar 9 26-Apr 2 26-May 0 26-Jun 0 26-Jul 0 26-Aug 0 26-Sep 1 26-Oct 6  
 26-Nov 16 26-Dec 24 27-Jan 22 27-Feb 17 27-Mar 9 27-Apr 2 27-May 0 27-Jun 0 27-Jul  
 0 27-Aug 0 27-Sep 1 27-Oct 6 27-Nov 16 27-Dec 24 28-Jan 21 28-Feb 17 28-Mar 9 28-  
 Apr 2 28-May 0 28-Jun 0 28-Jul 0 28-Aug 0 28-Sep 1 28-Oct 7 28-Nov 16 28-Dec 24 29-  
 Jan 21 29-Feb 17 29-Mar 8 29-Apr 2 29-May 0 29-Jun 0 29-Jul 0 29-Aug 0 29-Sep 1 29-  
 Oct 7 29-Nov 17 29-Dec 24 30-Jan 21 30-Mar 8 30-Apr 2 30-May 0 30-Jun 0 30-Jul 0  
 30-Aug 0 30-Sep 1 30-Oct 7 30-Nov 17 30-Dec 24 31-Jan 21 31-Mar 8 31-May 0 31-Jul 0  
 31-Aug 0 31-Oct 7 31-Dec 24 Normal year 696 540 358 126 21 0 0 0 6 121 368 668 Leap  
 year 557 685

**EECR**

5. ENERGY EFFICIENCY COST RECOVERY RIDER (EECR)

5.1. The Energy Efficiency Cost Recovery Rider (EECR) shall be the amount charged to Summit Utilities Arkansas customers residing or located in Texarkana, Arkansas under Arkansas tariff Rider Schedule No. 5 Energy Efficiency Cost Recovery Rider (EECR).

5.2. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service`Off-Peak

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(SCS-2) Small Commercial Firm Sales Service`NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

CRR23

Summit Utilities Arkansas, Inc.  
Customer Rate Relief Rate Schedule

Applicable to all Sales Customers for the purpose of collecting and remitting customer rate relief charges as authorized by the Railroad Commission of Texas in accordance with Chapter 104, Subchapter I of the Texas Utilities Code and the Commission Financing Order issued in Docket No. OS-21-00007061.

(A) Abbreviations and Definitions

(1) Authority--The Texas Public Finance Authority, together with any successor to its duties and functions.

(2) Bonds or Customer Rate Relief (CRR) Bonds--The Texas Natural Gas Securitization Finance Corporation Customer Rate Relief Bonds, Series 2023 and any additional or different designation or title by which each series of Bonds shall be known as determined by the Issuer Entity.

(3) Ccf and Mcf - For Ccf, one hundred (100) standard cubic feet of gas, where one (1) standard cubic foot of gas is the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen point sixty-five (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit; and, for Mcf, 1,000 standard cubic feet of gas.

(4) Central Servicer--The entity engaged in accordance with the terms of the Financing Order to, amongst other things, engage the Participating Gas Utilities as collection agents for the purposes of facilitating collection and remittance of CRR Charges by Participating Gas Utilities, and perform the other services required of it under the Servicing Agreement (as defined in the Financing Order).

(5) Commission--The Railroad Commission of Texas, including its staff or delegate.

(6) CRR Charge True-Up Adjustment - A True-Up Adjustment (as defined in the Financing Order).

(7) CRR Charge True-Up Charge Adjustment Letter - A true-up adjustment letter substantially in the form of Exhibit 3 to the Financing Order.

(8) CRR Scheduled Adjustment Date January 1 and July 1 of each applicable year, provided that the CRR Scheduled Adjustment Date and any other deadlines or target dates related thereto, shall be subject to modification prior to the date of the Bonds so as to reflect the terms of the Servicing Agreement.

(9) Customer Rate Relief (CRR) Charge - A nonbypassable charge as defined in Tex.

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Util. Code 104.362(7).

(10) Financing Order - The order adopted under Tex. Util. Code 104.366 approving the issuance of CRR Bonds and the creation of Customer Rate Relief Property and associated CRR Charges for the recovery of regulatory assets, including extraordinary costs, related financing costs, and other costs authorized by the Financing Order.

(11) Gas Utility - Summit Utilities Arkansas, Inc. and its successors and assignees, an operator of natural gas distribution pipelines that delivers and sells natural gas to the public and that is subject to the Commission's jurisdiction under Tex. Util. Code 102.001, or an operator that transmits, transports, delivers, or sells natural gas or synthetic natural gas to operators of natural gas distribution pipelines and whose rates for those services are established by the Commission in a rate proceeding filed under Chapter 104 of the Utilities Code, within the service area. (12) Irrevocable - The Financing Order, together with the Customer Rate Relief Property as defined by Tex. Util. Code 104.362(8) and the CRR Charges authorized by the Financing Order, are irrevocable and not subject to reduction, impairment, or adjustment by further action of the Commission, except in connection with true-ups authorized by the Financing Order.

(13) Issuer Entity - Texas Natural Gas Securitization Finance Corporation, a Texas nonprofit public corporation established by the Authority, or any successor created pursuant to Tex. Govt Code 1232.1072.

(14) Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and any Participating Gas Utility or Successor Utility (as defined in the Financing Order) each of whose Normalized Sales Volumes exceed 2.0% of the total aggregate Normalized Sales Volumes among all Participating Gas Utilities. Any calculation performed in connection with the preceding sentence shall be made on the basis of the most recently reported Normalized Sales Volumes and such calculation shall be performed by the Central Servicer annually no later than one (1) month after Normalized Sales Volumes are reported as regularly scheduled under Paragraph H hereof; provided that the Commission and/or Central Servicer may perform such calculation without any limitation in order to give effect to any merger, acquisition, disposition, divestiture, spin-off or other transaction that would impact a Participating Gas Utility's share of the total aggregate Normalized Sales Volumes. The Commission or the Central Servicer shall promptly thereafter provide written notice to a Participating Gas Utility that subsequently becomes a Large Participating Gas Utility, which change shall take effective beginning on January 1 of the following calendar year.

(15) Nonbypassable - CRR Charges must be paid by all existing or future customers receiving service from a Participating Gas Utility or such gas utility's successors

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or assigns.

(16) Normalized Sales Volumes -

(a) For Large Participating Gas Utilities: All natural gas volumes projected to be billed for the upcoming twelve (12) month period in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated to calculate the CRR Charges.

(b) For other Participating Gas Utilities: All natural gas volumes billed in the preceding calendar year in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs and normalized according to the methodology utilized in each Participating Gas Utility's application filed in Docket No. OS-21-00007061, Consolidated Applications For Customer Rate Relief and Related Regulatory Asset Determinations In Connection With The February 2021 Winter Storm. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated in order to calculate the CRR Charges.

(17) Participating Gas Utilities - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; Rockin M Gas LLC d/b/a Bluebonnet Natural Gas LLC; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; SiEnergy, LP; Summit Utilities Arkansas, Inc., Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and Universal Natural Gas, LLC d/b/a Universal Natural Gas, Inc. or any Successor Utility (as defined in the Financing Order).

(18) Sales Customer(s) - All active customers taking service under a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs.

(B) APPLICABILITY

This rate schedule sets out the rate, terms and conditions under which the CRR Charge shall be billed and collected by Summit Utilities Arkansas, Inc. Rider Schedule No. 1 Part II, Incorporated and Unincorporated areas of Texarkana, Nash, Redwater, and Wake Village, respectively under the terms of the Financing Order. Each individual Sales Customer is responsible for paying the CRR Charge billed to it in accordance with the terms of this rate schedule. Payment is to be made by an individual Sales Customer to the Participating Gas Utility of which it is a customer. The Participating Gas Utility is obligated to apply amounts collected from customers to pay any outstanding CRR Charges prior to applying such amounts for any other purpose. The Participating Gas Utility, as collection agent, shall



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remit collections of the CRR Charges to the Indenture Trustee in accordance with the terms of the Financing Order and any servicing or other similar agreement that is contemplated by the Financing Order.

(C) TERM--This rate schedule shall remain in effect until the CRR Charges have been collected and remitted to the Indenture Trustee in an amount sufficient to satisfy all obligations in regard to paying principal and interest on the CRR Bonds together with all other financing costs, bond administrative expenses and other costs as provided in the Financing Order. This rate schedule and the CRR Charge are irrevocable and Nonbypassable.

(D) SALES CUSTOMERS--For the purposes of billing the CRR Charges, all Sales Customers of the Participating Gas Utility's in the Incorporated and Unincorporated areas of the cities of Texarkana, Wake Village, Nash and Redwater shall be assessed the uniform volumetric charge identified below.

(E) CRR CHARGE--The CRR Charge will be a monthly volumetric rate of

- \$0.00/Ccf @14.65
- \$0.00/Ccf @14.73
- \$ 0.00/Ccf @14.95

The CRR Charge is calculated in accordance with and subject to the provisions set forth in the Financing Order and will be adjusted at least annually based upon the CRR Charge true-up adjustment procedure. The CRR Charge shall be included in the Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. Participating Gas Utilities may reflect the CRR Charge according to the delivery pressures defined in Participating Gas Utilities' applicable tariffs. Such delivery pressure specific charges shall be equivalent to the CRR Charge as determined below at 14.65 per square inch, as defined above.

(F) Determination of Customer Rate Relief Charge--The CRR Charge will be adjusted no less frequently than annually, in accordance with the terms of the Servicing Agreement (as defined in the Financing Order), to ensure that the expected collection of CRR Charges is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the CRR Bonds and together with all other financing costs, bond administrative expenses and other costs, as provided in the Financing Order, on a timely basis. The CRR Charge shall be computed according to the formula described below.

Step 1: Determination of Normalized Sales Volumes:

- (A) Total Large Participating Gas Utility Normalized Sales Volumes (Mcf)
- (B) Assumed % of uncollectible sales
- (C) Total Normalized Sales Volumes Billed and Collected: (A\*(1 - B))

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For the avoidance of doubt, Normalized Sales Volumes are assumed to be calculated without giving effect to volumes anticipated from Participating Gas Utilities making up less than two percent (2.0%) of the total Normalized Sales Volumes of all Participating Gas Utilities.

Step 2: Determination of CRR Charge

(D) Total CRR Charge Rate Revenue Requirement for Applicable Period

(E) CRR Charge per Normalized Sales Volumes (Mcf):(D / C)

Thereof: CRR Charge for Sales Customers

(G) CRR CHARGE TRUE-UP

Changes to the CRR Charge will be effected through the filing of CRR Charge True-Up Adjustment Letters by the Central Servicer to the Commission as authorized by the Financing Order and in accordance with the Servicing Agreement. Not less than fifteen (15) days prior to each CRR Scheduled Adjustment Date and more frequently as required by the Central Servicer, the Central Servicer will submit the CRR Charge True-Up Adjustment Letter in the form of Exhibit 3 to the Financing Order to ensure that CRR Charge collections are sufficient to make all scheduled payments of CRR Bond principal and interest and meet other Ongoing Financing Costs (as defined in the Financing Order) on a timely basis during the payment period.

In addition to the foregoing, the Central Servicer shall be authorized to file CRR Charge True-Up Adjustment Letters with the Commission that adjust the CRR Charge more frequently (but not more often than quarterly) as required under the provisions of the Servicing Agreement (as defined in the Financing Order).

(H) CRR CHARGE TRUE-UP PROCEDURE

Summit Utilities Arkansas, Inc. shall annually file with the Commission and the Central Servicer by June 1 of each year its Normalized Sales Volumes; each Large Participating Gas Utility shall include projected volumes for each of the future twelve (12) months beginning July 1, and each other Participating Gas Utility shall include its Normalized Sales Volumes for the prior calendar year. Such filing and/or reporting may be more frequent to the extent required under the Servicing Agreement and applicable Collection and Reporting Arrangements. If Summit Utilities Arkansas, Inc. is a Large Participating Gas Utility, the Participating Gas Utility shall, upon the request of the Central Servicer, provide the Commission and the Central Servicer updated Normalized Sales Volumes for the succeeding twelve (12) month period no later than the fifteenth (15th) day following such request to allow the Central Servicer to make Interim True-Up Adjustments. Each Participating Gas Utility shall have the right to provide the foregoing information to the Central Servicer on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). The Central Servicer shall submit to the Commission and the Participating Gas Utilities, not less than fifteen (15) days

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prior to the CRR Scheduled Adjustment Date, a CRR Charge True-Up Adjustment Letter applying the CRR Charge True-Up Adjustment based on Normalized Sales Volumes and other mathematical factors and requesting administrative approval from the Commission as provided for in the Servicing Agreement. The Commission's review and approval of the True-Up Adjustment Letter shall be as set forth in the Servicing Agreement (it being understood such review is limited to determining if any mathematical or clerical errors are present in the application of the CRR Charge True-Up Adjustment relating to the appropriate amount of any over-collection or under-collection of CRR Charges and the amount of an adjustment).

If any CRR Charge True-Up Adjustment that is an Interim True-Up Adjustment is necessary, (i) the Central Servicer may request and the Large Participating Gas Utilities shall provide revised Normalized Sales Volumes for each of the immediately succeeding twelve (12) months and related data and (ii) within fifteen (15) days of receipt of such data, the Central Servicer shall file a revision to the CRR Rate Schedule in a True-Up Charge Adjustment Letter setting forth the adjusted CRR Charge to be effective for the upcoming period, in accordance with the Servicing Agreement. Summit Utilities Arkansas, Inc. shall have the right to provide such information on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). A CRR Charge resulting from a true-up adjustment will become effective on the first (1st) billing cycle that is not less than fifteen (15) days following the making of the CRR Charge True-Up Adjustment filing.

(I) TAXABILITY

The receipt of CRR Charges by a Participating Gas Utility is exempt from state and local sales and use taxes and utility gross receipts taxes and assessments and is excluded from revenue for purposes of franchise tax under Tex. Tax Code 171.1011.

**RATE ADJUSTMENT PROVISIONS**

None

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CUSTOMERS				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42388	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.5772	10/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.5772	10/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.5772	10/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.5772	10/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8337	11/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			

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CUSTOMERS				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42389	N	Ccf	\$.8337	11/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8337	11/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8337	11/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8337	02/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8337	02/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8337	02/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8337	02/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8337	12/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8337	12/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8337	12/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8337	12/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.5772	09/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.5772	09/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.5772	09/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.5772	09/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42389	N	Ccf	\$.8337	01/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8337	01/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			

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**CUSTOMERS**

<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42391	N	Ccf	\$.8337	01/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8337	01/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42388	N	Ccf	\$.8337	03/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8337	03/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8337	03/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8337	03/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			

**REASONS FOR FILING**

<b>NEW?:</b>	N
<b>RRC DOCKET NO:</b>	OS-21-00007061
<b>CITY ORDINANCE NO:</b>	Ord 253-07 & Operation of Law
<b>AMENDMENT (EXPLAIN):</b>	
<b>OTHER (EXPLAIN):</b>	Filing to Comply with Financing Order OS-21-00007061.

**SERVICES**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>
B	Commercial Sales
<u>OTHER TYPE DESCRIPTION</u>	

**PREPARER - PERSON FILING**

<b>RRC NO:</b>	1312	<b>ACTIVE FLAG:</b>	Y	<b>INACTIVE DATE:</b>	
<b>FIRST NAME:</b>	Stephanie	<b>MIDDLE:</b>		<b>LAST NAME:</b>	Hammons
<b>TITLE:</b>	Asc Gn Cnsl, Sr Dir of Rg Afrs				
<b>ADDRESS LINE 1:</b>	1400 Centerview Dr., Ste 100				
<b>ADDRESS LINE 2:</b>					
<b>CITY:</b>	Little Rock	<b>STATE:</b>	AR	<b>ZIP:</b>	72211
<b>AREA CODE:</b>	501	<b>PHONE NO:</b>	377-4612	<b>EXTENSION:</b>	

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## CURTAILMENT PLAN

<u>PLAN ID</u>	<u>DESCRIPTION</u>
7455	<p>Curtailment Plan</p> <p>7.455 Curtailment Standards</p> <p>(a) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.</p> <p>(1) Balancing authority--The Electric Reliability Council of Texas or other responsible entity that integrates resource plans ahead of time, maintains electricity demand and resource balance within a balancing authority area, and supports interconnection frequency in real time for a power region in Texas.</p> <p>(2) Commission--The Railroad Commission of Texas.</p> <p>(3) Curtailment event--When a gas utility determines that its ability to deliver gas may become inadequate to support continuous service to firm customers on its system and it reduces deliveries to one or more firm customers. For the purposes of this section, an interruption of delivery or service to interruptible gas customers does not constitute a curtailment event. Prior to reducing deliveries to one or more firm customers, a gas utility interrupts deliveries to interruptible customers pursuant to mutually agreed upon contracts and/or tariffs.</p> <p>(4) Electric generation facilities--Facilities registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and or backup power systems.</p> <p>(5) Firm or firm deliveries--Natural gas deliveries that are described as firm under a contract or tariff.</p> <p>(6) Gas utility--An entity that operates a natural gas transmission pipeline system or a local distribution company that is subject to the Commission's jurisdiction as defined in Texas Utilities Code, Title 3.</p> <p>(7) Human needs customers--Residences, hospitals, water and wastewater facilities, police, fire, military and civil defense facilities, and locations where people may congregate in an emergency, such as schools and places of worship. A human needs customer also includes small commercial customers that cannot practicably be curtailed without curtailing human needs.</p> <p>(8) Interruptible or interruptible deliveries--Natural gas deliveries that are not described as firm under a contract or tariff.</p> <p>(b) Applicability. This section takes effect on September 1, 2022. This section applies when any gas utility experiences a curtailment event affecting intrastate service on any of its intrastate natural gas pipelines. When a gas utility experiences a curtailment event, the gas utility shall curtail deliveries according to the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailment plan pursuant to subsection (d) of this section. The curtailment priorities in this section apply to sales of natural gas owned by a gas utility and/or deliveries utilizing a gas utility's transportation capacity. The priorities in this section do not apply to sales of gas owned by an entity that is not a gas utility. The term "deliveries" in this section includes sales and/or transportation service.</p> <p>(c) Priorities.</p> <p>(1) Unless a gas utility has an approved curtailment plan pursuant to subsection (d) of this section, a gas utility shall apply the following priorities in descending order during a curtailment event:</p> <p>(A) firm deliveries to human needs customers and firm deliveries of natural gas to local distribution systems which serve human needs customers;</p> <p>(B) firm deliveries to electric generation facilities;</p> <p>(C) firm deliveries to industrial and commercial users of the minimum natural gas required to prevent physical harm and/or ensure critical safety to the plant facilities, to plant personnel, or the public when such protection cannot be achieved through the use of an</p>

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alternate fuel;

(D) firm deliveries of natural gas to small industrials and regular commercial loads that use less than 3,000 Mcf per day;

(E) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material cannot be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed;

(F) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material can be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed; and

(G) firm deliveries to customers that are not covered by the priorities listed in subparagraphs (A) - (F) of this paragraph.

(2) Deliveries to customers within the same priority on the portion of the system which is subject to curtailment shall be curtailed to the extent practicable on a pro rata basis according to scheduled quantities. If a customer's end-use requirements fall under two or more priorities, then such requirements must be treated separately when applying this schedule of priorities to the extent practicable. Transportation customers have equivalent end-use priorities as sales customers.

(3) When applying the priorities of this section, a gas utility may rely on the representations of its customers and/or their end users regarding the nature of customers' deliveries.

(d) Curtailment plans. Order 489 and any curtailment plan approved by the Commission prior to the effective date of this section is superseded by this section. A gas utility may file its own curtailment plan for approval with the Oversight and Safety Division. A gas utility shall follow the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailment plan on file with the Commission. The first three priorities in any individual curtailment plan must be consistent with the first three priorities listed in subsection (c)(1)(A) - (C) and (2) of this section. A gas utility shall provide to its customers notice of an application for a curtailment plan. A gas utility shall provide notice on the same day the gas utility files its application with the Commission. The gas utility may provide notice by hand delivery, by first class, certified, registered mail, commercial delivery service, electronic methods, or by such other manner as the Commission may require. The notice shall be in the form prescribed by the Commission. The Oversight and Safety Division may administratively approve the curtailment plan if no request for hearing is filed within thirty days of such notice. The Commission shall set the matter for hearing if it receives a timely request for hearing from a customer of the gas utility.

(e) Required tariff filings. Within 90 days of the effective date of this section, each gas utility shall electronically file with the Commission, in the manner prescribed by the Commission, tariffs that shall include either:

(1) the curtailment priorities as specified in this section; or

(2) a curtailment plan approved by the Commission as specified in subsection (d) of this section.

(f) Curtailment emergency contact information. Each gas utility shall maintain current curtailment emergency contact information with the Commission and shall submit curtailment emergency contact information on or before November 1 of each year.



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LINE EXTENSION POLICY

POLICY ID	DESCRIPTION
1249	<p>VII. EXTENSION OF FACILITIES</p> <p>(A) SERVICE LINES AND CONNECTIONS</p> <p>(1) The Company will make, own and maintain all necessary connections with its street mains. Under normal construction conditions, the Company will install up to 100 feet of service line (up to one inch in diameter and capable of a delivery pressure of up to 60 psig) at no cost to the customer. In the event a service line exceeding the diameter and pressure requirements set forth above is needed, or in the event of abnormal construction conditions, such as solid rock, road crossings that require a bore, the need to bore under landscaping, etc., or in regard to the installation of excess flow valves, any additional costs incurred by the Company will be charged to the customer. The Company may waive these charges when it determines that it is economically justifiable to do so. The Company will own, maintain and specify the route of the piping. Access must be granted on customer`s property for replacement or repairs of these facilities. The Company may at its option install a service cock and box. The meter location will be determined by the Company. The Company will also set and own the meter and regulator, but all other piping, connections, and appliances for the purpose of utilizing gas shall be furnished and installed by the customer at the customers risk and expense. Customer will pay the cost of any relocation of the Companys facilities that the Company may perform at customers request.</p> <p>(B) MAIN EXTENSIONS</p> <p>(1) Extensions from the Company`s distribution lines, will be made under the following conditions and circumstances:</p> <p>(a) Subject to the availability of capital funds, the Company shall construct main extensions from its existing facilities to serve new customers where the cost of the Company`s capital investment is economically feasible. Determination of whether a proposed extension is economically feasible shall be made through the use of an economic model that will take into consideration the following factors:</p> <ul style="list-style-type: none"> <li>(1) construction cost estimate</li> <li>(2) non-gas revenue</li> <li>(3) depreciation</li> <li>(4) incremental operating costs</li> <li>(5) any other factors relevant to economic feasibility of the project.</li> </ul> <p>(b) If it is determined that the Companys return on investment (ROI) on the proposed main extension will equal or exceed the Companys cost of funding capital projects, the extension will be made at no cost to the customer. If it is determined that the Companys ROI will be less than the Companys cost of funding capital projects, the customer shall be required to pay an amount sufficient to ensure that the Company is able to earn an ROI equal to its cost of funding capital projects. On such an advance, the Company may enter into an agreement with the customer to refund the customer contribution. Refunds will be based only on changes in the factors considered in the economic model under which the investment was originally made. The Company shall establish, when capital funds are available, such new distribution service where the Company will be reasonably assured of a sufficient number of customers and an annual revenue to justify the capital expenditure. The Company may, however, refuse to extend facilities in the event system design and/or operational considerations so dictate.</p> <p>(c) When the Company is requested to extend its distribution facilities to an area with existing potential users where no contributory capital is available, the Company has the option to provide the necessary capital in the amount equal to the necessary customer contribution to be recovered by a fixed daily surcharge rate applied to each customer account within the boundaries of the</p>

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project for up to five years\* or until the customer contribution is recovered by the Company, whichever comes first. Under this option, the Company will construct and finance the facilities and

recover the customer contribution, in addition to an appropriate interest (or finance charge) assigned to the capital required to fund the customer contribution, through the surcharge rate. If the

customer contribution is not recovered during the pay-back period, the remaining balance of the customer contribution (including interest or finance charge) will be added to and included in the

Company's overall rate base from that point forward. To insure sufficient customer commitment to each project, each customer will be required to sign an Extension Surcharge Agreement and may

be required to make a reasonable customer deposit prior to commencement of construction. Surcharge areas are defined as those areas served by the facilities to be constructed. After the initial

installation of facilities to serve the surcharge area, all subsequent connections which utilize mains from the original surcharge area installation will be subject to the same surcharge rate for the

remaining period of the surcharge agreement. \*Special conditions may warrant extending this period based on economic conditions.

(d) When new extensions from the surcharge area are requested, the person(s) requesting an extension from these facilities will be required to make whatever customer contribution might otherwise

be required for the extension under Part VII (B)(1)(b) and, in addition, will be subject to the surcharge rate for the remaining surcharge period.

(e) When a subsequent area requests service utilizing the facilities of an existing surcharge area, the following regulations will apply:

(1) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge area's surcharge rate would be in excess of the surcharge rate

applicable to the established surcharge area, the subsequent surcharge area will bear only the cost of their new facilities.

(2) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge rate is less than the surcharge rates applicable to the established

surcharge area, the subsequent surcharge area will bear a portion of the remaining unpaid customer contribution of the established surcharge area in addition to its own surcharge allocation as follows:

(2)(a) The cost of the mainline established for the existing surcharge area shall be shared by the subsequent surcharge area up to an amount equal to the existing area surcharge rate if their computed

surcharge is lower than the surcharge for the existing area. This shall be achieved by assigning an unamortized portion of the mainline investment which was required for the existing surcharge area to the

subsequent surcharge area in order to fairly equate the surcharges. The amount of investment cost assigned to the subsequent surcharge area will then be credited to the unamortized amount payable by

the existing surcharge area customers.

(2) The Company will not be required to enlarge its system of mains to meet the demand for gas of a prospective customer or to provide for an appreciable increase in the

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demands of a present customer,

unless in the judgment of the Company, a reasonable rate of return is assured as a result of the expenditure required.

(3) When the Company extends its main to serve new customers, the Company will extend its main, in a manner which, in its judgment, will be most advantageous for rendering service.

(4) Where the customer requires that his meter be placed in a particular location, the customer will be required to pay any additional cost that may result from compliance with the customers request.

(5) A standard Rural Gas Contract must be executed by each customer requesting a pipeline tap. The Company will not make or serve a tap on any federally certificated transmission line, unless, in the

judgment of the Company, a reasonable rate of return can be earned as a result of the expenditure required to construct the tap and serve the customer, without unreasonable consequences to other

customers. In addition, the Company will not make or serve a tap on any other transmission line, field gathering pipeline, or lines to wells which in the Company's opinion, presently contain or may in the

foreseeable future contain undehydrated gas, liquid hydrocarbons, sour gas, or gas that is otherwise not merchantable. The Company may discontinue service whenever it believes reliable service cannot

continue to be provided for any reason, including, but not limited to, water content of the gas furnished. In the event service is suspended or terminated because the Company cannot or believes it cannot

continue to provide safe and reliable service, the Company will be under no obligation to compensate the affected customer(s) for such loss of service. + EXTENSION SURCHARGE AGREEMENT The

undersigned promises to pay to Summit Utilities Arkansas, Inc., a surcharge on his/her/their/its monthly gas bill in consideration of the Company's extension of its facilities into the surcharge area in which

the undersigned resides. The surcharge amount will be \$\_\_\_\_\_ per month. The surcharge will be applied to all monthly billings to the undersigned for a \_\_\_ year period or until the Company recovers

the required customer contribution for the surcharge area, whichever comes first. The surcharge amount will appear as a separate line item on the undersigned's bill. The terms of this Extension Surcharge

Agreement shall be subject to the provisions of the Companys rates and policies.

\_\_\_\_\_ Accepted this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Summit Utilities Arkansas, Inc. By \_\_\_\_\_ VIII.

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QUALITY OF SERVICE

QUAL_SERVICE_ID	DESCRIPTION
QoFS	<p>I. APPLICATIONS FOR OR DISCONTINUANCE OF SERVICE</p> <p>(A) The Company shall require all customers to execute a deposit-service agreement upon application for gas service or upon the filing of a petition for relief under the United States Bankruptcy Code. Such agreements are not transferable. All customers accepting gas service from the Company shall be subject to the rules, regulations and rate schedules applicable. (B) When gas service is inaugurated or transferred from one location to another, at a location where there is an existing meter installation, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of \$48.00. When gas service is inaugurated or transferred from one location to another, at a location where a meter must be installed, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of \$62.00 (C) When a customer requests the initiation or restoration of service which requires overtime work after normal daily working hours or on weekends and holidays, the customer will be advised of an additional charge which will be based on actual overtime costs involved. An overtime charge shall not apply to work required through no fault of the Customer. (D) No customer may temporarily discontinue service and thereafter request restoration and continuation of service under his old service agreement but must execute a new agreement. If service is discontinued at the request of the customer and service is suspended during all or a portion of the non-heating season and thereafter restored at the same location for the same occupant, a reconnect charge will become due and payable when service is restored. This charge will be computed on the basis of the applicable customer charge for each month or fraction thereof that service is discontinued. Such charge shall be in addition to the regular service initiation fee of \$48.00 at a location where there is an existing meter installation or \$62.00 at a location where a meter must be installed or reconnection fee of \$37.00. Any commercial or industrial customer who discontinues service for any period of time must be considered a new customer for State and Federal regulatory policy purposes when application is made for restoration of service. (E) The company will not accept orders to discontinue service other than from the person in whose name the account is billed. (F) The Company may turn on service after normal daily working hours, or on weekends and holidays, in emergency situations requiring immediate initiation of service. When this service</p>

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is offered, the customer will be assessed an additional charge of \$27.00. An after-hours charge shall not apply to work required through no fault of the customer.

## II. CUSTOMERS FACILITIES AND EQUIPMENT

(A) Gas should be used only in appliances designed for use with natural gas, in compliance with all applicable manufacturing specifications. Vent pipes must be used on water heaters, cook stoves, enclosed type space heaters, or other appliances designed to be vented. (B) The customer shall provide a system of piping within his premises for connection to gas appliances. Customers piping system will be installed and maintained in compliance with all federal, state and local laws, codes and regulations. Customer shall provide an above-ground delivery point in a suitable location, unless otherwise specified by the Company. For SCS and LCS customers, vehicle access for meter testing purposes must be provided. The normal gauge pressure, at which gas will be supplied through the Company's meter to the customer's piping, will be as defined in XVI(A). (C) The Company under previously existing regulations has provided service through one master meter to private distribution lines for multiple federal, municipal, or private housing projects and mobile home parks, and has in some cases provided individual meters for such facilities. Bills will be rendered on an individual basis to the individual metered customers, but the customer(s) owning the private distribution line or being served by the private distribution line will be responsible for payment of any differences between gas delivered through the master meter and gas delivered through the sum total of individual meters. All such construction within the above mentioned projects and mobile home parks must meet the requirements of all federal, state and local piping laws before the Company will connect the customer.

## III. REFUSAL TO SERVE CUSTOMERS

(A) The Company may decline to serve a customer or prospective customer until he has complied with the state and municipal regulations governing the service applied for and the reasonable rules and regulations of the utility. (B) Until adequate facilities can be provided, the Company may decline to serve an applicant for service or to change materially the service of any customer, if, in its judgement, 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. (C) The Company may refuse to serve a customer if, in its best judgment, the customer's installation or equipment is regarded as hazardous or of such character that satisfactory service cannot be given. (D) The Company may refuse to serve individual mobile homes and house trailers if the trailer does not have a firm foundation

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which will not permit it to rock or move thereby cracking or parting the connecting pipe or facilities. None of the weight of the trailer may be carried on the wheels or springs. All piping and appliance installations in trailers must be made in compliance with applicable laws, codes, and ordinances governing such installations. (E) The Company may decline to serve any applicant who is indebted to the Company for gas utility service; provided, however, that in the event the indebtedness of the applicant for service is in dispute, 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 the deposit until repaid at the rate prescribed by law or order of the Commission. (F) 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 gas utility service for the customer at other premises.

## IV. DISCONTINUANCE OF SERVICE

Subject to Commission rules suspending disconnection during an extreme weather emergency (7.460):

(A) The Company reserves the right to shut off the gas at any time and to remove its property from the premises for any of the following reasons:

- (a) for tests or repairs
- (b) for non-payment of bills for gas utility service when due, after required notice has been given
- (c) for incorrect representation of facts in application for service, after required notice has been given
- (d) for failure to make or increase the cash deposit when required by the Company, after required notice has been given
- (e) for reselling gas in violation of the Company's Standard Rules and Regulations, after required notice has been given
- (f) for placing or permitting the placing of any bypass around any meter or service line; or for tampering; or permitting tampering with same
- (g) for permitting pipes, or appliances owned or used by the customer to leak or otherwise permit the escape or waste of gas, after required notice has been given
- (h) for failure to comply with the Rules and Regulations of the Company, after required notice has been given
- (i) failure to pay the applicable connect charge, after required notice has been given
- (j) on order of municipal authorities having jurisdiction; or
- (k) when checks received from customer for amounts past due or for the required deposit are repeatedly not honored when presented to the bank for payment, then service may be discontinued without advance notice.

(B) 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 diligently tried to induce the customer to comply with its rules and regulations, or to pay amounts due the Company. Service may be discontinued after five (5) days written notice shall have been given to the customer by the Company in the

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manner provided for in Paragraph IV (d). Prior notice of disconnection shall not be required for fraudulent, negligent, or unlawful use of the commodity or service detected, or where a dangerous condition is found to exist on a customer's premises. (C) The customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service; provided, however, that payment at Company's office within four hours of the time of actual disconnection or turning off of service shall not affect the right to disconnect or turn off service for non-payment. Whenever the Company dispatches an employee to the premises of any customer for the purpose of discontinuing service for non-payment, and such payment arrangements are made that do not result in actually disconnecting or turning off of service, a fee of \$16.00 shall be added to and collected as a part of such delinquent account to cover, in part, the cost to the Company of dispatching such employee to the customer's premises. A \$15.00 charge may also be added to an account and collected to recover cost for reprocessing any check that has been returned to the Company by the bank by reason of insufficient funds on deposit. Whenever service has actually been disconnected on account of the failure of the customer to pay such delinquent account, or for any other reason without fault of the utility if the customer desires the service to be reconnected, the Company shall require the customer to pay a reconnection charge of \$37.00. (D) Notice of delinquency shall be construed to be given to the customer when a copy of such notice is left with such customer, or left at the premises where service is required, or posted in the United States mail addressed to the customer's last known post office address except as specified in (h) and (i) below. (E) The Company shall not be liable for any damage to persons or property resulting from the discontinuance of gas service after having given the required notice. Arrangement satisfactory to the Company for the continuance of service on account of serious illness or other causes shall be made by the customer prior to the expiration of the notice period. (F) When, at the customer's request, the Company changes the location at which service is rendered the gas consumed at the new and old locations, for the purposes of billing, shall be combined. The change of the location to which service is rendered shall not be deemed to affect the rights of the Company with regard to the application of deposit or discontinuance of service for non-payment of the account. (G) The fact that the Company has a cash deposit from a customer shall not in any manner affect the right of the Company to discontinue service to that customer for the non-payment of amounts past due regardless of the fact that the deposit is in excess of the amount past due. (H) Termination of service to Elderly Persons, Handicapped Persons, and Persons with Serious Illnesses

## (1) Definitions

(a) Elderly. An elderly person is any residential customer aged 65 or older whose total gross income is less than or equal to the median income for Texas families categorized as 65 years and over in Table 19A or successor tables reported in Consumer Income: Money Income and Poverty Status in 1975 of Families and Persons in the United States and the South Region, By Divisions and States (Spring 1976 Survey of Income and Education by the Bureau of Census of the United States Department of Commerce, as most recently published.

(b) Handicapped. A handicapped person is any residential customer:

(i) who has any permanent severe physical or mental impairment which substantially limits his ability to pay for utility service; and

(ii) who is certified as being physically or mentally disabled by a physician,

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licensed psychologist, by the United States Veterans Administration, the Social Security Administration, the appropriate governmental agency, or a local regional mental health center.

(c) Serious illness includes serious injury not amounting to a handicap.

(2) Special Provision for the Elderly and Handicapped Each utility shall file with the Commission, for its approval, procedures the utility will follow to insure the protection of elderly and handicapped customers. In addition, each utility shall keep records of all delinquent accounts of elderly or handicapped customers and the disposition of these accounts. Protection procedures shall include:

(a) Identification of eligible households.

(b) Personal contact by telephone or in person by utility personnel to arrange installment of deferred payment of any delinquency.

(c) Notification of right to third-party notice before termination of service.

(d) Assistance to customers wishing to make arrangements with state or local social service agencies for payment for service. The procedures may require elderly and handicapped persons to disclose information and furnish documents in connection with the status claimed on an annual basis. If a customer provides false information

to the utility in order to claim an exemption under this Rule, it shall be grounds for termination. Customers establishing eligibility to claim an exemption as elderly or handicapped

shall be presumed to retain this status for one (1) year after the date eligibility is established. Eligibility related to income level and ability to pay for utility service shall be reestablished annually.

(3) Delay of Termination on Grounds of Serious Illness

(a) A utility shall postpone termination of service to a residential customer, or reconnect previously terminated service, for a reasonable time up to thirty (30) days if the customer presents a certificate from a physician stating it is likely that termination of service will either aggravate a serious illness or give rise to a substantial risk

of death or a grave impairment of the health of the customer, of a member of the customer's family, or of another permanent resident of the premises where service is rendered. The certificate shall identify the medical emergency, specify the effect of termination of service, and specify the time during which termination of service will aggravate the illness. The utility may, at its expense, obtain an additional medical report or certificate from a physician of its choice and may rely on that opinion and in reliance on that opinion terminate service five days after mailing an additional notice of termination to the customer. Failure of customer without good cause to attend the company-scheduled medical appointment shall be sufficient reason for termination of service by the utility. A customer, his physician, or a nurse, nurse practitioner, physician's assistant, or a public or private agency providing physical or mental health care services may notify the utility of a serious illness in person, by telephone, or by letter. The customer shall have seven (7) days from the date of notification to present the certificate. Notice by telephone shall be subject to verification by the utility.

(b) The thirty-day postponement may be extended one time by renewal by notice as above and renewal of the certificate by a physician as above.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(4) Delay of Termination for Elderly and Handicapped Persons

(a) Residential utility service shall not be terminated and, if previously terminated



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shall be reconnected, during the months of November through March for elderly and handicapped customers of the utility, provided that service may be terminated if such customers fail to pay at least one-half of the amount billed for service either as they fall due or pursuant to

delayed payment agreement. Any balance due for service during these months shall be made in the months of April through October in installments agreed upon by the customer and the utility. If, during the months of April through October, a customer fails to pay the deferred balance due for service from November to March, the utility shall not be obligated

to refrain from terminating or to reconnect service during the next November through March time period. Residential gas air condition service to such customers shall not be terminated

on a day when the National Weather Service forecasts between 5:00 a.m. and 8:00 a.m. a maximum temperature for that day of 95 degrees Fahrenheit, or higher.

(b) At least 72 hours prior to the proposed termination of residential service to an elderly or handicapped person, a utility shall personally contact the customer, a person living in this

household, or any other person or agency designated by the elderly or handicapped person to receive notice in person or by telephone during the utility's normal, working hours or between 9:00 a.m. and 4:00 p.m. on Saturdays and holidays that termination of service is imminent and that steps can be taken to avoid termination. This notice shall include an explanation of the procedures available under this or other applicable rules. If none of these parties is contacted on the first attempt, a second attempt shall be made and may take place between 6:00 a.m. and 10:00 P.M.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(I) Notice of Termination to Tenants

(1) For the purposes of this rule, landlord means the owner, agent, manager, or lessor of premises intended primarily for residential use for which he receives lease or rent payments which include amounts for utility service.

(2) Each utility shall file with the Commission procedures for identifying accounts where service is rendered at an address different from the mailing address of the bill. Such procedures

may include requiring landlords to identifying themselves as such and to identify their tenants by name, address, and account number. Absent such identification, the utility shall not be

required to treat a customer as a tenant unless it has actual knowledge or information that reliably indicates that the person to whom service is rendered is a tenant.

(3) The utility shall not disconnect service to such an account for nonpayment of the bill until the following actions have been taken:

(a) When a termination notice has been sent to the landlord, if no response is received by the utility within seven (7) days, notice shall also be sent to the affected tenants or shall be

posted in conspicuous locations such as near mail boxes, building entrances and exits, and other areas of common usage.

(b) If a landlord fails to pay for service to a tenant a utility shall not terminate service to the tenant until at least thirty (30) days have elapsed from the date of the delinquency, and, after

being notified of the delinquency the tenant has not paid for service provided after the date of notification or made arrangements with the utility to do so.

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(c) Where feasible the utility shall offer the tenant the opportunity to apply for service in his own name. If such service is not feasible or if the tenant declines to apply for such service, the

utility may terminate service. If the tenant chooses to take service in his own name, termination shall thereafter be governed by other appropriate provisions of this rule.

(d) Where premises are master-metered and a tenant and the utility are unable to agree upon payments to be made by the tenant for service, the utility shall petition the Commission for

an immediate informal resolution or formal hearing to resolve the dispute.

(4) A utility shall not attempt to recover from a tenant or condition service to a tenant on the payment of any amounts owed by the landlord to the utility.

## V. CUSTOMER DEPOSITS

(A) The Company may require, with each service application from any customer or any prospective customer, a cash deposit to guarantee payment of bill. This required deposit shall not exceed an amount equivalent to two estimated average bills when payment is due after the service is rendered. The Company shall pay interest on the deposit at the rate prescribed by law or order of the Commission. When service is discontinued by the Company for any reason other than for repairs, the Company may apply such deposit to the payment of all charges authorized under these Rules and Regulations. Interest will not accrue on deposits when they become inactive. The Company shall pay interest on deposits annually in January of each year and upon return of the deposit to the customer.

(B) Interest shall not accrue on any cash deposit after the date the Company has made a bona fide effort to return such deposit to the depositor. The Company shall keep in its records evidence of its efforts to return such deposit.

(C) A new or additional deposit may be required upon reasonable written notice of the need of such a requirement in any case where a deposit has been refunded or is found to be inadequate as above provided for, or as provided by the applicable provisions of the Commission's Rules, as they may be in effect from time to time. The service of any customer who fails to comply with these requirements may be disconnected upon five (5) days' written notice.

(D) All charges authorized under these Rules and Regulations shall be due and payable on the same terms and conditions as charges made for gas service and the same procedure for discontinuance of service for such charges may be applied against refunds, if any, due on the customer's deposits.

(E) Upon the filing of a petition for relief under the United States Bankruptcy Code, the customer will be required to provide a cash deposit in an amount not to exceed two times the maximum estimated bill for the service location.

## VI. BILLING

(A) Gas supplies will be charged for from the time of turn on until the Company discontinues the supply. Failure on the part of the customer to properly notify the Company when their responsibility for the payment for gas at a premises ceases, shall not relieve the customer from the obligation of paying all bills accruing up to the time proper notification is received by

the Company. The customer shall pay for all gas passing through the meter, whether the same be used or wasted through leaks in pipes, apparatus, or otherwise and shall be bound by

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the true reading of the meter, provided it is in good repair and working order.

(B) Bills rendered for service for less than the standard monthly billing period shall be calculated as follows:

(1) Where meter reading indicates no consumption and the period involved is less than fifteen (15) days, no charge will be made. If the period involved is fifteen (15) days or more,

applicable monthly minimum will be charged.

(2) Where meter reading indicates any consumption, regular rate schedules will apply, regardless of period involved. Meter will be read to the nearest hundred cubic feet and bills computed on this basis.

(3) Where customer changes location within the same distribution plant, the consumption at both locations will be combined for the monthly billing.

(C) All customers of Company which are either, (1) sixty (60) years of age or older and depend upon a pension or Social Security check as their primary source of income, or (2) are dependent solely upon a disability income, regardless of age, are eligible to participate in the Company's FLEX-DATE Payment Plan. Such Plan will extend the due date for payment to the earlier of: (1) twenty-five (25) days after the current month's bill date, or (2) three (3) work days before the next month's bill date. Only the extended due date provided by FLEX-DATE

will appear on eligible customers' bills. In addition, the Company will waive any otherwise applicable late penalty. Customers shall become Plan participants either upon telephone or form

notification to Company, and their participation will be effective for each month of each calendar year thereafter.

(D) Monthly statements will be delivered to the location at which gas is supplied, by an employee of the Company, or posted in the United States mail, unless the customer has directed the

Company in writing to send statements to another address. The terms Delivered or Rendered shall not be construed as an obligation on the part of the Company to deliver or render statements

to the customer in person, or to other occupants of the premises. Duplicate copies of statements will be furnished upon request, and failure to receive statements for any reason whatsoever,

will not entitle customer to further time to pay account, or to a continuation of gas supply if account is over due.

(E) Customers whose facilities are located on pipeline taps which are not centrally odorized will receive monthly statements based on the customers reading of the meter. If the meter is not

read by the customer, bills will be estimated. The Company will read these meters at least every six (6) months and the difference between the customer readings or the estimated consumption

will be billed or credited to the customer's account.

(F) A residential apartment shall be defined as a room or group of rooms which contain a sink and/or cooking facilities and shall be considered a separate apartment for metering and billing purposes.

House trailers shall also be considered separate apartments for metering and billing purposes.

(G) Individual residential customer premises shall be metered and billed separately even if under common ownership, and combined metering or billing shall not be permitted. Commercial and

industrial premises shall be considered separate when not on the same tract or contiguous

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tracts of land, or when each is a complete unit not physically integrated with, or essentially a part of,

the other or others, and each renders a complete service or produces a finished product.

Tracts of land separated by public streets, roads or alleys shall be considered non-contiguous tracts.

(H) The commercial rate schedule of the Company will be applied to the gas used in two or more individual flats or apartments in a dwelling which was originally constructed as, or which has been converted into, a multiple-family building and where the owner has not elected to separately meter the gas used in each individual flat or apartment. Rooming houses without cooking

facilities, tourist homes for transients and hotels will be metered and billed as single unit on the commercial rate.

(I) The Company may make a charge of \$5.00 for any special meter reading which it is called upon to make other than on the regular reading date. Where interim meter readings are furnished

the owner of premises the Company accepts no responsibility as to the distribution of the monthly bill as between tenants.

(J) Claims for error in statements rendered should be made by the customer as soon as discovered; if the claim is found to be meritorious, the Company will make proper adjustment on the

Customer`s subsequent bills, or make refund to the customer within a reasonable time.

(K) The Company shall make a test of the accuracy of registration of a meter upon request of a customer. Except as otherwise provided in these rate schedules, if such test shows the meter to be slow or within the tolerance limit as to accuracy of registration, the customer may be required to pay a charge of ten dollars (\$10.00) for each test so made. If the test shows

the meter to be fast and in excess of the tolerance limit of accuracy, such test shall be made at the expense of the Company and an adjustment shall be made with the customer. If no such test has been performed within the previous four years for the same customer at the same location, the test is to be performed without charge.

(L) In case a meter ceases to register, the quantity consumed will be estimated from the amount consumed during the corresponding period for the previous year, giving due consideration to

weather and other pertinent factors, or by such other method that will be equitable.

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## VIII. GENERAL

The customer shall use the gas delivered by the Company for his purposes only. The customer shall not, under any circumstances, resell or share with others any gas delivered by the Company. No changes, extensions, or replacement of service `lines shall be made without the written consent of the Company. No extension whatsoever of customer owned piping shall be made for the purpose of supplying gas to adjacent property, or other person or concerns residing or operating on the premises of the customer. The foregoing natural gas resale prohibition shall not apply to distributors selling compressed natural gas as a motor vehicle fuel. The authorized agent of the Company shall have the right and permission to enter upon the premises of the customer to inspect or test lines, and appliances, to read, change or remove the meter, to turn on and shut off the gas, or to perform other related functions. This right shall not be construed as placing any responsibility on the Company to inspect and test the lines or equipment of the customer. No structures shall be erected over the Companys gas lines. In the event any such structure is erected, the customer will be

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provided the option of either removing the structure or paying the Company the cost of relocating the gas line, including the cost of obtaining alternative easements, if required. The place of delivery of all gas purchased shall be at the outside wall of the first structure being served if the Company has installed or replaced the service line to that point. In all other cases, the place of delivery of all gas purchased shall be at the point of connection to the customer's service line from which point all gas delivered shall become the property of the customer, who shall thereafter be responsible for its passage through the meter and for all damage caused by said gas. The Company shall have no responsibility for any act or omission, and shall have no liability from any cause, downstream of delivery. In case the supply of gas should fail, whether from natural causes, bursting of pipes or accident in any way, the Company shall not be liable for damages, whether direct, special, continuing, exemplary, presumptive, incidental, indirect or consequential, including without limitation, loss of profits, loss of revenue, or loss of production capacity by reason of such failure. The Company shall not be liable in damages for any act or event that is beyond the Companys control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, arrests, wars, blockades, insurrections, riots and epidemics, landslides, lightning, earthquakes, fires, storms, floods and washouts, priority limitation or restraining orders of any governmental authority and civil disturbances, explosions, breakage, accidents, tests, maintenance or repair to machinery, equipment, lines of pipe or other facilities; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits; and any other causes whether of the kind herein enumerated or otherwise. Meters and pipes are likely to freeze in cold weather, and it shall be the duty of each customer to protect the pipes and the meter or meters from the action of the elements. These Rules and Regulations are made a part and condition of all rate schedules of the Company and all customers served under such schedules shall be subject to these Rules and Regulations. These Rules and Regulations are in addition to Rules and Regulations now established by the Regulatory Body having jurisdiction over these matters.

## IX. STATE AND MUNICIPAL TAXES

Whenever the State or a municipality imposes upon the Company any sales privilege, occupation, meter, or other special tax, except ad valorem taxes, the Company shall pass the tax on to customers within the jurisdiction of the taxing authority in accordance with provisions set forth in such tax law or ordinance.

## X. LEVELIZED PAYMENT PLAN

A. Residential customers and small commercial customers having less than 500 MMBtu annual usage may have the option of participating in the Levelized Payment Plan (LPP) for billing purposes as opposed to the normal billing procedure.

B. Operation of the Levelized Payment Plan Under the LPP a customer's bill will be computed by averaging to the nearest dollar, the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent

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twelve months historical volumes. The average bill amount thus derived will be the monthly payment amount for each of the succeeding six months. Actual billings will continue to be based upon the applicable rates and meter readings obtained to determine consumption. The amount due under the LPP will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be reflected on the bill as a memo item for the customer's information. The cumulative difference between actual billings and the levelized billings under the LPP will be carried in a deferred balance that will accumulate both debit and credit differences. The monthly payment amount will be automatically reviewed and adjusted six months after the anniversary date. This adjustment will be made to assure that the difference between actual payments and average payments under the LPP will be minimal. The new LPP payment amount will be computed by averaging the sum of the most recent six months actual billings and a projected amount for the next six months. The projected amount will be derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent year's historical volumes for the corresponding months. This amount will be rounded to the nearest dollar and will be the monthly LPP payment amount for the next six months. On the initial and subsequent anniversary dates a new levelized payment amount is calculated by averaging to the nearest dollar, the amount of the deferred balance and the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent twelve months historical volumes. This new LPP amount will then be in effect until the time of the next six-months review. On each subsequent anniversary date a new levelized payment amount will be calculated in this manner. In such instances where sufficient billing history is not available, a twelve-month billing history will be estimated by the local office. The estimated history will be based on actual billings for those months in which actual billing data is available and estimated based on the service address or a similar location for those months in which no such actual billing is available. Participation in the LPP will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's actual monthly billing.

C. Customer Qualification for Levelized Payment Plan No additional customers shall be added to the LPP. The Company will, however, maintain the LPP for those customers participating in the LPP. Customer may discontinue LPP at any time by notifying the Company. If a customer requests termination, if an account is final billed, or if the customer is suspended by the Company as a result of past due amounts on an account, any outstanding balance owed to the Company at the time, including any differences between billings under the LPP and billings which would have been rendered under normal billing procedures shall be immediately due and payable. Likewise, any credit due customer shall be applied to the next bill or refunded, as appropriate.

XI. EXTENDED ABSENCE PAYMENT PLAN

(A) The following options are available to residential customers to avoid suspension of service during any extended absence over one (1) month:

(1) Bills due during the customer's absence may be paid in advance. The amount of the payment will be based on the prior year's corresponding usage based on current rates. Any over or under payment by the customer will be applied to the customer's next bill when he

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returns. A delayed payment agreement will be available for underpayments.

(2) The customer will be given the opportunity to enroll in the Company's automatic bank draft program. The monthly bill will be paid automatically through the customer's checking or savings account.

(a) This option may be utilized by the customer in conjunction with the Company's Average Monthly Billing (AMB), which establishes the monthly bill amount for customer's

budgeting purposes during the absence.

(3) The customer can arrange to have bills coming due mailed to an alternate address, or to a third party during the absence.

(a) Third-party notification does not imply the third party will be responsible for the bill. Normal suspension of service rules will apply in the event bills are not paid.

(B) The customer must notify the Company in order to take advantage of any of these extended absence payment plans.

## XII. AVERAGE MONTHLY BILLING

(A) Residential customers have the option of adopting the Average Monthly Billing plan (AMB) for billing purposes as opposed to the normal billing procedure.

### (B) OPERATION OF THE AVERAGE MONTHLY BILLING

(1) Each month, under the AMB a customer's bill will be computed by averaging to the nearest dollar, the amount billed to the customers account during the last 12 months, plus or minus one-twelfth of the deferred budget balance. The average bill amount thus derived will be the payment amount for the month.

(2) Actual billings will continue to be based upon the appropriate rate schedules, riders, tax factors, and meter readings used to determine consumption. The AMB amount will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be shown on the bill as a memo item for the customer's information.

(3) The cumulative difference between actual billings and the AMB billings will be carried in a deferred budget balance that will accumulate both debits and credits and will adjust

monthly.

(4) The monthly payment amount will be automatically reviewed and adjusted each month.

(5) In such instances where sufficient billing history is not available, a twelve month billing history may be estimated.

(6) Participation in the AMB will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's actual monthly billing.

### (C) CUSTOMER QUALIFICATION FOR AVERAGE MONTHLY BILLING PLAN

(1) The AMB shall be made available to residential customers. The AMB is optional and will be available only on customer request, after an appropriate application for the AMB is completed, submitted and approved by the Company.

(2) At the time a customer chooses to participate in the AMB, his account must be current. This means that the current billings must not be past due and no unpaid balance exists.

(3) The customer may discontinue the AMB at any time by notifying the Company. The AMB will be discontinued if the customer requests a disconnect, if the customer is delinquent

30 or more days, if an account is final billed, or if the customer is turned off for non-payment as a result of past due amounts. Any outstanding balance owed to the Company at

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the time,

including the deferred balance, will be due immediately. A delayed payment plan may be available to qualifying customers. Likewise, any credit due customer shall be applied to the next

bill or refunded, as appropriate.

XIII. PROVISIONS FOR LANDLORDS AND TENANTS

(A) LANDLORD/TENANT ACCOUNT IDENTIFICATION

(1) The following procedure is used by the Company to identify landlord/tenant accounts:

(a) New service applicants are questioned during the initial application to determine if a landlord/tenant relationship exists.

(b) If Company personnel determine a landlord/tenant relationship exists, then the account will be coded accordingly.

(1) The landlord may be contacted to confirm tenant information.

(c) Company personnel may review landlord/tenant accounts periodically to verify landlord/tenant status.

(d) The Company will not be liable for any damage to persons or property resulting from the failure to properly identify a landlord/tenant account.

XIV. MINIMUM HEATING VALUE FOR GAS

(A) The average heating value for gas delivered to customers shall not be less than 975 Btu per cubic foot at 14.73 psia and 60 degrees Fahrenheit.

XV. BASE OR ABSOLUTE GAS PRESSURE

(A) The established absolute pressure base for all deliveries shall be 14.73 psia.

XVI. NORMAL GAUGE PRESSURE FOR GAS

(A) The normal gauge pressure for all deliveries shall be .33 pounds gauge pressure per square inch above 14.4 assumed atmospheric pressure.

XVII. LEAVE ON AGREEMENT

(A) Pursuant to owner/managers request and upon completion and approval of a Leave on Agreement as provided on sheet numbers 36 through 39 herein, the Company agrees to continue to sell and deliver natural gas service to owner/managers rental units identified in the Agreement and the owner/manager agrees to pay Company for all gas service and charges provided for in the Agreement, subject to the terms and conditions of the Agreement.

LEAVE ON AGREEMENT FOR NATURAL GAS SERVICE

This contract and agreement (hereinafter called the Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Summit Utilities Arkansas Inc., (hereinafter called Company) its successors and assigns, and \_\_\_\_\_, (hereinafter called Customer). Customer represents that it is the owner/manager of the residential or commercial property identified on



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Attachment A hereto (said property being hereinafter referred to as the rental property), and that the terms and provisions of this Agreement are intended to cover and pertain to said rental property, consisting of a total of \_\_\_\_ rental unit(s).

Article I

Customer hereby requests that Company continue to sell and deliver natural gas service to each of the rental units identified above during any period of time subsequent to the closing of an account for service to a tenant or occupant of any of such rental units, or to the discontinuance or termination of service to any such rental units for any reason whatsoever except

the nonpayment of utility bills by either the tenant or customer, and prior to the opening of an account for service to a new tenant or occupant of such rental unit. Customer agrees to be responsible for payment of all charges for gas service provided to any and all rental units covered by this Agreement during the aforesaid period of time.

Article II

A. Company agrees to waive the connection charge on all units identified on Attachment A, provided the gas service is transferred directly to the Customer without interruption. It is understood and agreed to by the Customer that the normal connection fee as approved by the appropriate regulatory authority will apply on units where a service interruption has occurred.

B. Customer agrees to pay Company for all gas service and charges provided for in this Agreement in accordance with all rates, tariffs, schedules and charges which have been approved

by the prevailing regulatory authority. Both parties understand that the charges provided and set forth in this Agreement may, from time to time, be revised pursuant to order of prevailing regulatory authorities. The parties agree that in the event any charge provided and set forth in this Agreement is so revised, the provisions of this Agreement will automatically be revised

in accordance therewith without further action by either party.

Article III

A. This Agreement shall continue in full force and effect as to all rental units identified herein until terminated by either party by written notice mailed or delivered to the other party at

least thirty (30) days prior to the date on which termination of this Agreement is desired.

B. In the event the Customer desires additional rental units to be covered by this Agreement or to delete rental units covered by this Agreement from such coverage, Customer agrees to provide notice of such changes to Company in writing. It is agreed that changes in the coverage of this Agreement requested by Customer shall become effective no more than one (1) business

day after Customer's written request for such changes is received by Company.

Article IV

It is understood and agreed that this Agreement and the gas service to be provided by Company hereunder shall be subject to all applicable rules of the prevailing regulatory authorities, and the Company's rates and policies as presently on file with those authorities, as the same may be changed in accordance with the law.

Article V

This Agreement supersedes any previous Leave On Agreements entered into between Company and Customer with respect to the rental property or units identified herein.

Article VI

This Agreement shall bind and benefit the successors and assigns of Company and may be assigned by Customer upon written consent of Company.

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\_\_\_\_\_ Summit Utilities Arkansas, Inc.  
 By: \_\_\_\_\_ By: \_\_\_\_\_  
 Mailing Address for Notices Required Mailing Address for Notices Required Herein: Herein:  
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 ATTACHMENT A Summit Utilities Arkansas, Inc. LEAVE ON AGREEMENT PROPERTY LISTING Customer  
 \_\_\_\_\_ Date \_\_\_\_\_  
 UNIT NUMBER PROPERTY DESCRIPTION ADDRESS CITY/TOWN STATE \_\_\_\_\_  
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**SERVICE CHARGES**

<u>RRC CHARGE NO.</u>	<u>CHARGE ID</u>	<u>CHARGE AMOUNT</u>	<u>SERVICE PROVIDED</u>
303938	MSC007		Service Initiation Fee (where there is an existing meter) \$48.00
303939	MSC008		Service Initiation Fee (where a meter must be installed) \$62.00
303931	MSC009		Reconnect Charge \$37.00
303932	MSC010		Collection Fee 16.00
303933	MSC011		NSF Check Charge 15.00
303934	MSC012		Special Meter Reading Charge 5.00
303935	MSC013		Meter Accuracy Test 10.00
303936	MSC014		Residential Customer Deposits * Up to the maximum amount allowed under the Commissions Rules.
303937	MSC015		After-Hours Fee 27.00** The Company may turn on service after normal daily working hours, or on weekends and holidays, in emergency situations requiring immediate initiation of service. When this service is offered, the customer will be assessed an additional charge of \$27.00. An after-hours charge shall not apply to work required through no fault of the customer.

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DESCRIPTION: Distribution Sales STATUS: A  
 EFFECTIVE DATE: 03/23/2023 ORIGINAL CONTRACT DATE: 01/10/2022 RECEIVED DATE: 03/24/2023  
 GAS CONSUMED: N AMENDMENT DATE: 09/01/2022 OPERATOR NO: 829193  
 BILLS RENDERED: Y INACTIVE DATE:

RATE SCHEDULE

SCHEDULE ID	DESCRIPTION
PSIF	<p>Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2022 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.18, based on \$1.00 per service line. It will be collected from April 1, 2022 to April 30, 2022.</p>
TA	<p>3. MUNICIPAL TAX ADJUSTMENT CLAUSE (TA)</p> <p>3.1. The Company will pass on Municipal Taxes to Local Customers by adding to each monthly bill rendered a Local Customer as a separate line item identified as Municipal Franchise Adj, an amount calculated on an equal-per-meter basis determined in accordance with the following:</p> <p>3.1.1. As used herein, the term City Tax, or Municipal Tax, refers to any and all privilege, occupation, franchise meter, gross receipts or other tax or assessment of whatever kind and by whatever name (except ad valorem taxes) now and at any time hereafter levied on, the Company by any Municipality.</p> <p>3.1.2. Municipality refers to the local taxing authority imposing the Municipal Tax, whether city, town, village, unincorporated association, district, county or other authority authorized to impose same under present or future law.</p> <p>3.1.3. Local Customers refers to any and all residential and general service customers in Texas that are within the geographical boundaries or taxing authority of the Municipality; provided, that if a particular tax ordinance or other act imposing the Municipal Tax includes in its taxing impact any service locations that would otherwise not be considered a Local Customer hereunder, then such service will be included in the term Local Customer.</p> <p>3.2. Notwithstanding the above, if a particular tax ordinance or other act imposing the Municipal Tax specifies a method of payment of collection other than on an equal-per-meter basis, then the method so specified shall be utilized provided such method results in the collection of taxes from Local Customers equal to the taxes levied on the Company</p> <p>3.3. The Company, upon receipt of a certified copy of the approved municipal ordinance will initiate the pass-on of any increase or decrease in taxes subject to this clause beginning with the billing cycle immediately following receipt of the ordinance, and upon the availability of customer billing data necessary to initiate or to revise the calculation of the pass-on.</p> <p>3.4. If at any time there is a significant change in any of the above determining factors which will cause an unreasonable over or under collection of Municipal Taxes,</p>

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the Company will adjust the amount collected so that such over or under collection will be minimized.

3.5. APPLICABLE RATE SCHEDULES: Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service Off-Peak (SCS-2) Small Commercial Firm Sales Service`NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

**WNA**

WEATHER NORMALIZATION ADJUSTMENT (WNA)

4.1. For bills rendered from November 1 through April 30 each year, the applicable margin rates for gas service to customers served under the applicable rate schedules shall be adjusted

by a Weather Normalization Adjustment (WNA) to reflect much of the impact of heating degree day variations from normal levels which were used to set rates under the applicable rate schedules.

4.2. In order to calculate the total weather adjustment for the applicable billing cycle, a weather deviation is computed and multiplied by the applicable margin rate. A per Ccf WNA adjustment is

calculated by dividing the total weather adjustment by the average Ccf usage per customer for all customers in each billing cycle, using the formula described below. The per Ccf adjustment for each

applicable rate schedule is applied to customer`s usage for the billing cycle. The WNA shall be separately identified on customer bills.

4.3. CALCULATION OF WEATHER NORMALIZATION ADJUSTMENT

4.3.1. The WNA is calculated as follows:  $WNA_i = R_i(DDF_i (NDD - ADD)) AAU_i$  Where:  $i$  = Any particular rate classification to which the WNA is to be applied. WNA = Weather Normalization Dollar

Adjustment per Ccf  $R$  = Applicable Margin Rate  $DDF$  = Degree Day Factor associated with the applicable rate schedule: Residential Service (RS-1) .1536 Small Commercial Sales (SCS-1) (SSO)

.5921  $NDD$  = Normal Degree Days during the billing cycle  $ADD$  = Actual Degree Days during the billing cycle  $AAU$  = Average Actual Usage per customer for each billing cycle

4.4. DEFINITIONS

4.4.1. Normal Degree-days: The heating degree-days, which are based on a 30- year average ending June 30, 2015 as are shown on Attachment 1.

4.4.2. Actual Degree Days: The actual heating degree days as published by Weather Services Corporation, or any other nationally recognized third party weather service.

4.4.3. Applicable Margin Rate:

4.4.3.1. The Residential Service (RS-1). The RS-1 WNA marginal rate will use the marginal rate of the residential volumes that are in excess of 15 Ccf. The resulting WNA price will be applicable only to volumes in excess of 15 Ccf.

4.4.3.2. The Small Commercial Sales Service (SCS-1) System Supply Option (SSO). The SCS-1 WNA marginal rate will use a weighted average marginal rate of the November - April SCS-1 SSO

volumes that are in excess of 78 Ccf. The mechanics will be to use the monthly bill

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frequencies to determine the volume in the 79-1,500 Ccf range, the volume in the 1,501-15,000 Ccf range, and the volume above the 15,000 Ccf range. The weighted average margin will be determined by applying the first block margin rate to the 79-1,500 Ccf volumes, the second block margin rate to the volumes in the 1,501-15,000 range, and the third block margin rate to the volumes in the range above 15,000 Ccf, summing those totals and dividing the results by the total volumes in those ranges. The resulting WNA price will only apply to volumes in excess of 78 Ccf.

4.5. APPLICABLE RATE SCHEDULES

Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) System Supply Option (SSO) ATTACHMENT NO. 1 TO WNA TARIFF DAILY NORMAL HDDS FOR WNA BILLING

FOR THE THIRTY YEAR PERIOD ENDED JUNE 30, 2015

Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD
1-Jan 23	1-Feb 21	1-Mar 16	1-Apr 7	1-May 2	1-Jun 0	1-Jul 0	1-Aug 0	1-Sep 0	1-Oct 1	1-Nov 8	1-Dec 17	2-Jan 23	2-Feb 21	2-Mar 16
2-Apr 7	2-May 2	2-Jun 0	2-Jul 0	2-Aug 0	2-Sep 0	2-Oct 1	2-Nov 8	2-Dec 18	3-Jan 23	3-Feb 21	3-Mar 16	3-Apr 7	3-May 2	3-Jun 0
3-Jul 0	3-Aug 0	3-Sep 0	3-Oct 2	3-Nov 8	3-Dec 18	4-Jan 23	4-Feb 21	4-Mar 15	4-Apr 7	4-May 2	4-Jun 0	4-Jul 0	4-Aug 0	4-Sep 0
4-Oct 2	4-Nov 9	4-Dec 19	5-Jan 23	5-Feb 21	5-Mar 15	5-Apr 6	5-May 1	5-Jun 0	5-Jul 0	5-Aug 0	5-Sep 0	5-Oct 2	5-Nov 9	5-Dec 19
6-Jan 23	6-Feb 21	6-Mar 14	6-Apr 6	6-May 1	6-Jun 0	6-Jul 0	6-Aug 0	6-Sep 0	6-Oct 2	6-Nov 9	6-Dec 19	7-Jan 23	7-Feb 21	7-Mar 14
7-Apr 6	7-May 1	7-Jun 0	7-Jul 0	7-Aug 0	7-Sep 0	7-Oct 2	7-Nov 10	7-Dec 20	8-Jan 23	8-Feb 21	8-Mar 14	8-Apr 6	8-May 8	8-Jun 0
8-Jul 0	8-Aug 0	8-Sep 0	8-Oct 2	8-Nov 10	8-Dec 20	9-Jan 23	9-Feb 21	9-Mar 13	9-Apr 6	9-May 1	9-Jun 0	9-Jul 0	9-Aug 0	9-Sep 0
9-Oct 2	9-Nov 10	9-Dec 20	10-Jan 23	10-Feb 20	10-Mar 13	10-Apr 5	10-May 1	10-Jun 0	10-Jul 0	10-Aug 0	10-Sep 0	10-Oct 3	10-Nov 11	10-Dec 20
11-Jan 23	11-Feb 20	11-Mar 13	11-Apr 5	11-May 1	11-Jun 0	11-Jul 0	11-Aug 0	11-Sep 0	11-Oct 3	11-Nov 11	11-Dec 21	12-Jan 23	12-Feb 20	12-Mar 12
12-Apr 5	12-May 1	12-Jun 0	12-Jul 0	12-Aug 0	12-Sep 0	12-Oct 3	12-Nov 11	12-Dec 21	13-Jan 23	13-Feb 20	13-Mar 12	13-Apr 5	13-May 1	13-Jun 0
13-Jul 0	13-Aug 0	13-Sep 0	13-Oct 3	13-Nov 11	13-Dec 21	14-Jan 23	14-Feb 20	14-Mar 12	14-Apr 4	14-May 1	14-Jun 0	14-Jul 0	14-Aug 0	14-Sep 0
14-Oct 3	14-Nov 12	14-Dec 21	15-Jan 23	15-Feb 19	15-Mar 11	15-Apr 4	15-May 1	15-Jun 0	15-Jul 0	15-Aug 0	15-Sep 0	15-Oct 3	15-Nov 12	15-Dec 22
16-Jan 23	16-Feb 19	16-Mar 11	16-Apr 4	16-May 1	16-Jun 0	16-Jul 0	16-Aug 0	16-Sep 0	16-Oct 4	16-Nov 12	16-Dec 22	17-Jan 23	17-Feb 19	17-Mar 11
17-Apr 4	17-May 1	17-Jun 0	17-Jul 0	17-Aug 0	17-Sep 0	17-Oct 4	17-Nov 13	17-Dec 22	18-Jan 23	18-Feb 19	18-Mar 11	18-Apr 3	18-May 0	18-Jun 0
18-Jul 0	18-Aug 0	18-Sep 0	18-Oct 4	18-Nov 13	18-Dec 22	19-Jan 22	19-Feb 18	19-Mar 10	19-Apr 3	19-May 0	19-Jun 0	19-Jul 0	19-Aug 0	19-Sep 0
19-Oct 4	19-Nov 13	19-Dec 23	20-Jan 22	20-Feb 18	20-Mar 10	20-Apr 3	20-May 0	20-Jun 0	20-Jul 0	20-Aug 0	20-Sep 0	20-Oct 5	20-Nov 14	20-Dec 23
21-Jan 22	21-Feb 18	21-Mar 10	21-Apr 3	21-May 0	21-Jun 0	21-Jul 0	21-Aug 0	21-Sep 0	21-Oct 5	21-Nov 14	21-Dec 23	22-Jan 22	22-Feb 18	22-Mar 10
22-Apr 3	22-May 0	22-Jun 0	22-Jul 0	22-Aug 0	22-Sep 0	22-Oct 5	22-Nov 14	22-Dec 23	23-Jan 22	23-Feb 18	23-Mar 10	23-Apr 3	23-May 0	23-Jun 0
23-Jul 0	23-Aug 0	23-Sep 0	23-Oct 5	23-Nov 14	23-Dec 23	24-Jan 22	24-Feb 17	24-Mar 9	24-Apr 2	24-May 0	24-Jun 0	24-Jul 0	24-Aug 0	24-Sep 0
24-Oct 5	24-Nov 15	24-Dec 23	25-Jan 22	25-Feb 17	25-Mar 9	25-Apr 2								

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**RATE SCHEDULE**

<u>SCHEDULE ID</u>	<u>DESCRIPTION</u>
	25-May 0 25-Jun 0 25-Jul 0 25-Aug 0 25-Sep 1 25-Oct 6 25-Nov 15 25-Dec 24 26-Jan 22 26-Feb 17 26-Mar 9 26-Apr 2 26-May 0 26-Jun 0 26-Jul 0 26-Aug 0 26-Sep 1 26-Oct 6 26-Nov 16 26-Dec 24 27-Jan 22 27-Feb 17 27-Mar 9 27-Apr 2 27-May 0 27-Jun 0 27-Jul 0 27-Aug 0 27-Sep 1 27-Oct 6 27-Nov 16 27-Dec 24 28-Jan 21 28-Feb 17 28-Mar 9 28- Apr 2 28-May 0 28-Jun 0 28-Jul 0 28-Aug 0 28-Sep 1 28-Oct 7 28-Nov 16 28-Dec 24 29- Jan 21 29-Feb 17 29-Mar 8 29-Apr 2 29-May 0 29-Jun 0 29-Jul 0 29-Aug 0 29-Sep 1 29- Oct 7 29-Nov 17 29-Dec 24 30-Jan 21 30-Mar 8 30-Apr 2 30-May 0 30-Jun 0 30-Jul 0 30-Aug 0 30-Sep 1 30-Oct 7 30-Nov 17 30-Dec 24 31-Jan 21 31-Mar 8 31-May 0 31-Jul 0 31-Aug 0 31-Oct 7 31-Dec 24 Normal year 696 540 358 126 21 0 0 0 6 121 368 668 Leap year 557 685

**EECR**

5. ENERGY EFFICIENCY COST RECOVERY RIDER (EECR)  
5.1. The Energy Efficiency Cost Recovery Rider (EECR) shall be the amount charged to Summit Utilities Arkansas customers residing or located in Texarkana, Arkansas under Arkansas tariff Rider Schedule No. 5 Energy Efficiency Cost Recovery Rider (EECR).  
5.2. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service`Off-Peak (SCS-2) Small Commercial Firm Sales Service`NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

**SCS-2**

5. SMALL COMMERCIAL FIRM SALES SERVICE`OFF-PEAK (SCS-2)  
5.1. AVAILABILITY  
5.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Companys existing facilities. This rate schedule is available to any consumer engaging in business, professional, institutional, agricultural or other non-residential activity supplied at an individually metered point of delivery for all uses of gas. Natural gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby Service is not available under this rate schedule.  
5.1.2. Gas consumption under this rate schedule is limited to 365,000 Ccf in any 12 consecutive month period. In at least one of the two preceding calendar years, the customer must have consumed 80% of the September 1 through August 31 annual volume in the April through October billing periods and its September 1 through August 31 annual consumption for that year must have exceeded 99 Ccf. In the case of new customers or customers who anticipate changing their usage pattern, this rate will be available if a reasonable projection of their volumes in the upcoming year indicates they will use 80% of their September 1 through August 31 annual volume in the April through October billing periods and that their September 1 through August 31 annual consumption will exceed 99 Ccf. If at any time, it is anticipated based on the Companys estimate, that the customer will consume in excess of 365,000 Ccf per year in the succeeding

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12 consecutive month period, the customer shall become subject to the applicable large commercial firm service rate schedule.

5.1.3. Company has historically allowed the volume usage of meters at business facilities under common ownership and subject to this rate schedule to be aggregated for the sole purpose of establishing eligibility for transportation as referenced in Part 3.1.3. of Rate Schedule LCS-1. Customers historically qualifying for transportation under this aggregation provision shall remain subject to the rates and charges under this rate schedule in addition to any additional specific rates, charges, or adjustment riders peculiar to the Transportation Supply Option set out in Rate Schedule LCS-1, such as, but not limited to, administrative fees. Customers aggregating volume shall be subject to all provisions and policies governing TSO option customers as specified in LCS-1, except as provided for herein. Although no aggregation will be allowed for eligibility, the ability to aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS-2 or LCS rate schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO. For the purpose of establishing eligibility for the Transportation Supply Option (TSO) defined in the LCS rate schedule, customers experiencing or anticipating an average daily demand of 10 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. Customers qualifying for transportation who choose the TSO shall be subject to rates and charges under the SCS-2 rate schedule, and are additionally subject to any additional specific rates, charges or riders specific to the TSO.

5.1.4. Customers converting from transportation service to sales service will be required to contract for such sales services between the months of February through April preceding the expiration of the primary or any succeeding term of the Customers existing contract. Customers seeking to contract for sales service during the required time frame will be allowed to convert to sales service provided that the Company is able to secure firm upstream transportation capacity and other upstream pipeline services sufficient to meet the Customers needs. Any such conversion will be effective upon the expiration of the term of the Customers existing contract, unless the Company and the Customer agree otherwise.

5.1.5. Seasonal Transportation. Customer facilities experiencing more than 80% of annual load during the flow months April through October, and who experience or anticipate an average daily demand

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of more than 10 MMBtu per day during any consecutive 30-day period of the preceding or succeeding April through October, are eligible to transport on a seasonal basis. Customers meeting the aforementioned criteria may elect the TSO option and choose a subsequent return to the SSO option only once during the calendar year. Customers electing the TSO option on a seasonal basis, pursuant to notice given prior to May 31st or thirty days prior to commencement of service, whichever is earlier, may receive transportation service for a continuous period of at least 30 days between April 1 and October 31. Customers electing the TSO option on a seasonal basis are subject to the TSO contract administration fee. Additionally, each participating location shall pay a \$300 set-up fee upon initial election and upon any subsequent return to transportation service.

5.2. RATES

5.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a) and (b): (a) Distribution Rate for customers electing the SSO option: First 1,500 Ccf per Month at \$0.24421 per Ccf Next 13,500 Ccf per Month at \$0.13440 per Ccf Over 15,000 Ccf per month at \$0.05762 per Ccf Distribution Rate for customers electing the TSO option: First 150 MMBtu at \$2.40341 per MMBtu

Next 1,350 MMBtu at \$1.32275 per MMBtu Over 1,500 MMBtu at \$0.56706 per MMBtu (b) Gas Supply Rate ` The Gas Supply Rate will be calculated and adjusted periodically as defined in the Companys

Gas Supply Rate Rider. Customers qualifying for service under this rate schedule will pay for their upstream demand related charges on a volumetric basis as provided for in the Companys Gas Supply Rate Rider.

5.2.2. Rates for customers historically qualifying for service under the Part 5.1.3. aggregation provision and customers qualifying for transportation under this rate schedule will be subject to thermal adjustment. Delivered volumes will be adjusted by the appropriate thermal content factor obtained from the nearest available chromatograph or sampling location (Ccf / 10) x thermal content factor = MMBtu).

5.3. TELEMETERING

5.3.1. Telemetering is required for customers electing and qualifying for transportation service. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow at customers point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available. Customer will pay Company for telemetry equipment

under one of the following payment options as chosen by the customer: ( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and

installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. ( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs



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for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter. ( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees. ( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. In the event customer has in place working telemetering facilities and equipment; and the customer receives system supply service; and Company determines it necessary to keep the telemeter(s) operational, Company will arrange and pay for the associated telecommunications cost while the customer receives sales service under this rate schedule.

5.3.2. If customer chooses analog telemetry, then customer shall be responsible for installing and maintaining telecommunication lines. Should customer fail to maintain or repair telecommunication lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary. If customer chooses wireless telemetry, then customer shall pay Company \$10 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.

5.4. RIDERS

5.4.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule: Rider Identification on Name Description Customer Bills TA Municipal Tax Adjustment Municipal Franchise Adj EECR Energy Efficiency Cost Recovery Rider EE Cost Rate

5.4.2. Service will be rendered under this rate schedule until service is discontinued to customer, the customer no longer qualifies for service under the SCS-2 rate schedule, but qualifies for service under the Small Commercial Firm Service (SCS-1) rate schedule, the customer qualifies for service under the Large Commercial Firm Service rate schedule, or the schedule is superseded.

5.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

5.5.1. The Company`s Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

GL-1

4. UNMETERED GAS LIGHT FIRM SALES SERVICE (GL-1)

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## 4.1. AVAILABILITY

4.1.1. This rate schedule is available at points of adequate capacity and suitable pressure. This rate schedule is available to new or existing customers for unmetered

gas, to be used solely for the continuous operation of natural gas lighting fixtures. Service under this rate schedule is offered at the Company's discretion, and only

when metering the lighting fixtures' consumption is not economical.

4.1.2. This rate schedule is applicable to unmetered, continuously burning, natural gas lighting. The natural gas lighting fixture must be equipped with a natural gas or

L.P. regulator approved by the Company, capable of regulating Company's main line pressure down to an appropriate pressure level. Where applicable, the natural gas lighting fixture must also be equipped with an orifice that will restrict gas flow to the appropriate cubic feet per hour input capacity rate, identified in this schedule. Customer

is responsible for all natural gas lighting fixture modifications, maintenance, and installation. Company must inspect and approve the lighting fixture, any fixture modifications,

and fixture installations, before natural gas service is made available.

4.1.3. Company is responsible for providing a main line tap, cut-off valve, and up to 75 feet of service line per natural gas lighting fixture. Customer will be responsible for the

cost of service line installation beyond 75 feet. Company must inspect and approve the natural gas lighting fixture, any fixture modifications, and fixture installation, before

natural gas service is made-available. The Ccf to be billed during a billing period shall be calculated using the following procedure: (A) Manufacturers rated input for each gas

light in cubic feet per hour; multiplied by (B) the number of lights in installation; multiplied by (C) 7.3.

## 4.2. RATE

4.2.1. The customer shall be charged in accordance with the currently effective residential or commercial rate schedule otherwise applicable to the customer served hereunder.

## 4.3. MINIMUM CHARGE

4.3.1. The minimum charge rate shall be computed in accordance with the currently effective residential or commercial rate schedule otherwise applicable to the customer served hereunder.

## 4.4. RIDERS

4.4.1. The applicability of riders shall be in accordance with the currently effective residential or commercial rate schedule otherwise applicable to the customer served hereunder, except for

the WNA Rider, which shall not apply, as gas light usage is not affected by weather.

4.4.2. Service will be rendered under this rate schedule until service is discontinued to customer or until the schedule is superseded.

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4.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

4.5.1. The Company`s Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

GSR

1. GAS SUPPLY RATE (GSR)

1.1. GAS SUPPLY RATE (GSR) APPLICABILITY AND REQUIREMENTS The charges for gas sales service contained in Companys total billing to sales customers shall include the cost of gas

sold as identified in this Rider. For purposes of this Rider the cost of gas sold shall include the sum of all gas purchased for Companys customers, upstream transportation charges, storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments used by Company to stabilize prices.

1.2. DEFINITIONS

1.2.1. Cost of Gas Sold - For purposes of this clause the cost of gas sold during a month shall be the sum of all gas purchased for the customers, transportation and storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, and any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments to stabilize gas prices.

1.2.2. Lost and Unaccounted for Gas (LUFG) ` For purposes of this clause LUFG will be the portion of the Cost of Gas Sold that is not delivered to sales or transportation customers. LUFG is calculated as purchase volumes less sales volumes. More specifically it will contain Shrinkage, Company Used gas, and Remaining LUFG (RLUFG). Shrinkage is calculated by rate classification at the time of billing and represents a calculation of gas delivered but not measured to customers due to known departures from the Ideal Gas Laws. Company Used Gas is gas measured directly to Company facilities, and RLUFG is total LUFG less Shrinkage and Company Used Gas. Company shall not be allowed to recover LUFG in excess of 5%, computed on an annual basis.

1.2.3. Fixed Transportation Charges - Charges incurred for transporting gas to Companys system that do not vary with the volume of gas being transported, including, for example, pipeline Firm Transportation (FT) and No Notice Transportation (NNT) demand and/or reservation fees.

1.2.4. Fixed Storage Charges - Charges incurred for storing gas that do not vary with the volume of gas injected into or withdrawn from storage, including, for example, Firm Storage Service (FSS) demand and/or reservation fees.

1.2.5. Fixed Gas Supply Charges - Charges incurred for the acquisition of gas supply that do not vary with the volume of gas purchased, including, for example, supply demand and/or reservation fees.

1.3. GSR FILINGS

1.3.1. Scheduled GSR Filings: Company shall make two Scheduled GSR Filings each year: a Winter Season GSR and a Summer Season GSR. The Winter Season GSR shall be

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effective for billings rendered to customers during the months of November through the following March. The Summer Season GSR shall be effective for bills rendered to customers during the months of April through the following October. The Winter Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirement for the period between the effective date of filing and the next Summer Season GSR; and, (2) all of the annual actual cost (true-up or secondary adjustment factor) adjustments and any refund factor adjustments relating to or arising during the immediately preceding 12 months ending August each year. The Summer Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirements for the period between the effective date of the Summer Season GSR and the effective date of its next Winter Season GSR; and, (2) maintaining all of the actual cost of gas adjustment (annual true-up or secondary adjustment) and any refund adjustments.

1.3.2. **Unscheduled GSR Filings:** Should a projected under or over recovery balance arise during any seasonal GSR period which exceeds ten percent (10%) of the projected annual gas cost per the most recent scheduled GSR filing, then the Company may propose an **Unscheduled GSR filing**. If an **Unscheduled GSR Filing** is made, that filing: (1) must contain rates reflecting the then current estimate of the gas cost revenue requirement for the period from the effective date of such filing to the next scheduled filing, and (2) must maintain all of the actual cost of gas adjustment (annual true-up or secondary adjustment factors) and any refund adjustment factors. The **Unscheduled GSR Factor** shall remain in effect only until the next scheduled GSR Filing.

1.3.3. **Scheduled and any Unscheduled GSR filings** shall be filed with the Commission by the last business day of the month immediately preceding the month the proposed new GSR factor will be implemented.

1.4. **ALLOCATION OF COSTS**

1.4.1. **Calculation of Demand Cost Component:** Calculating demand costs - The demand gas cost revenue requirement component shall be the annual total of the gas costs that do not vary with the actual consumption, such as fixed transportation and storage costs, fixed gas supply charges, and fixed financial charges associated with financial instruments purchased to stabilize prices. Calculating demand cost allocation- The demand cost component of each season's filing shall be calculated by multiplying the total annual projected demand costs by the appropriate allocation factors for those demand costs for the respective RS-1, and the non-TSO SCS customers (defined as the factor representing the peak day demand for the non-TSO SCS-1, non-TSO SCS-2, and non-TSO SCS-3 customers), and LCS customers.

1.4.2. **Calculation of Commodity Cost Component:** Calculating commodity costs by season - The commodity gas cost revenue requirement component of each season's GSR shall be the sum of all gas

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cost purchased for sales customers other than demand costs or LUFG costs, such as variable transportation costs, gas supply commodity costs, and the transaction costs associated with the use of futures contracts and options and other prudently incurred costs associated with various financial instruments purchased by Company to stabilize gas supply rates. The commodity gas costs shall include the commodity cost of storage withdrawals and injections. Company will utilize any technique or method it deems reasonable for purposes of estimating the commodity cost component of each seasonal filing. Seasonal commodity cost allocation - the seasonal commodity costs assigned to RS-1 and non-TSO SCS and LCS customers will be determined by multiplying the Seasonal Commodity Cost by the ratio of estimated sales volumes for the respective classes in that season. For purposes of Commodity allocation and the establishment of Commodity rates, the SCS-1, SCS-2, and SCS-3 classes will be combined and considered as one class.

1.4.3. LUFG Allocation: For purposes of LUFG allocation, and the establishment of LUFG rates, the SCS-1, SCS-2, and SCS-3 classes will be combined and considered as one class. For purposes of calculating the allocation percentages only, LUFG-in-Kind will be added to LUFG and will be known as True LUFG. True LUFG will be allocated to the respective rate classes based on the factors established below for each of the components of LUFG: Shrinkage ` for each rate class (including regular sales and TSO customers) shall be determined based on cost causation. Company Used Gas ` shall be determined by the direct measurement of the gas consumed by Company facilities, and allocated to each rate class (including regular sales and TSO customers) based on the ratio of the number of customers in each class and the total for such classes. Remaining LUFG (RLUFG) ` shall be defined as the difference between (a) total True LUFG; and (b) the sum of Shrinkage and Company Used Gas established above. It shall be allocated to the respective customer classes as follows: 55% based on the volumes for the most recent twelve-month-ending August period of the rate classes (including regular sales and TSO customers). 35% based on the demand components for the rate classes (including regular sales and TSO customers). 10% based on the annualized number of customers of the rate classes (including regular sales and TSO customers) as of the most recent twelve-month-ending August period. The sum of the allocated LUFG volumes for the three LUFG components will be used to develop an allocation percentage by class to be applied to the LUFG cost.

1.5. RATE CALCULATION RS-1 Customers - The GSR for Residential customers will be a per Ccf rate that is determined by summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the residential class and adding that result to the per Ccf rate determined by dividing the allocated annual costs in Part 1.4.1. by the estimated annual sales volumes. SCS and LCS Customers - The commodity portion of the rate for non-TSO customers will be determined by respectively summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing

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that total by the projected seasonal volumes for the respective classes. SCS-1, SCS-2, and SCS-3 customers will be combined and considered as one class for purposes of determining the commodity portion of the rate. While the calculation will be made in Ccf, it will be appropriately translated to MMBtu as needed. The demand portion of the rate for LCS non-TSO customers will be charged to the customers based on their assigned CDs in MMBtu. The rate will be determined by dividing the respective classes allocated costs in Part 1.4.1. above by their respective annualized CDs. Since the demand charges are part of an overall non-specific set of upstream contracts, the support for their allocations will be provided in the schedules supporting the filing. Allocation and Demand Rate Calculation for SCS-1, SCS-2, and SCS-3 Customers ` The costs allocated to the combined SCS-1, SCS-2, and SCS-3 customer classes will be based on the allocation of costs as described in paragraph 1.4.1. The demand portion of the rate for the non-TSO SCS-1 customers and the non-TSO SCS-2 customers (during the November-March period) will be determined by dividing the costs attributable to the SCS customer class reduced by the anticipated demand revenue paid by SCS-2 class in the summer period (April ` October) and further reduced by the demand revenue paid by the SCS-3 class for the entire year (September ` August), by the sum of the projected annualized SCS-1 volumes and the projected SCS-2 winter volumes (November-March). The demand portion of the rate for the non-TSO SCS-2 customer class in the summer period (April ` October) will be \$0.01984 per Ccf. The demand portion of the rate for the non-TSO SCS-3 customer class will be \$0.04310 per Ccf for the entire period (November ` October).

1.6. SPECIAL PROVISION REGARDING TSO CUSTOMERS LUGF costs - Customers under the TSO option may provide LUGF-in-Kind gas volumes. The LUGF-in-Kind (volumetric delivery requirement) for each customers account will be determined based on the most recent twelve-month ended August period and expressed as a percentage of the gas delivered for the customers account at the customers point of consumption. The percentage will be determined by dividing the allocated volumes of total LUGF in the respective class (SCS or LCS) by the total estimated sales volumes in their respective class. Assignment of Surcharges to TSO Customers - In the event an LCS-1, SCS-1, or SCS-3 customer changes its supply service election at the end of the contract term from the system supply option (SSO), the amount of the deferred gas cost account attributable to that customer shall be charged or distributed to that customer, whichever is applicable. The charging to or distribution of the deferred gas cost account attributable to that customer shall be removed or added to the deferred gas cost account of the applicable rate schedule.

1.7 DEFERRED PURCHASED GAS COST ACCOUNTS ` Company shall establish and maintain a Deferred Gas Cost Account(s) in which shall be recorded any over or under recovery resulting from the operation of the GSR procedure. Such over or under recovery by class shall be determined monthly by comparison of the actual Cost of Gas Sold as defined above

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for each cost month to the gas cost revenue recovery for the same revenue month as the cost month. The accumulated balance of over or under recovered gas costs, plus the carrying charge described below, shall be used to determine the surcharge. The surcharge shall be computed annually by dividing each class cumulative balance over recoveries or under recoveries as of the end of each August by the respective class estimated volumes of sales for the projected twelve-month period. The surcharge shall be filed annually and will be included with the Scheduled Winter Season GSR Filing and shall be rounded to the nearest \$0.0001 per Ccf. The surcharge shall remain in effect until the earlier of: (1) superseded by a subsequent surcharge calculated according to this provision or, (2) the beginning of the second revenue month following the month in which the full recovery or refund is accomplished if such full recovery or refund is accomplished prior to the end of the established recovery period. A carrying charge shall be included in the monthly under or over recovery balance resulting from the monthly comparison of the actual Cost of Gas Sold to the revenue recovery resulting from the application of the prescribed GSR, and a carrying charge shall be included in the monthly under or over recovery balance applicable to the surcharge. The monthly carrying charge shall be determined by multiplying the average of the beginning and ending month balance of under or over recovery for the cost month times the rate of interest applicable to customer deposits.

1.8. DEMAND ALLOCATION It is recognized that over time as customer classifications change or demand levels change, the accuracy of the originally approved demand factors may deteriorate. Company can request a change in the allocation procedures with a minimum three month lead time prior to the filing date for the seasonal filings. Changes under this provision are limited to changes required to restore the accuracy of the originally approved demand factors and shall be not be used by either Company or the applicable regulator to implement changes in allocation methodologies that would normally require a general rate application.

1.9. REFUND PROVISION If an increase in the cost of gas paid or payable to Company shall be reduced by the final order of a duly constituted regulatory body or the final decree of a court, if appealed thereto, and such increase shall have been reflected in Companys rate to the extent and in the manner specified in this GSR, Company shall report to the Commission the receipt of any refunds resulting from such final order or decree. Thereupon, Company shall submit for the Commissions approval a plan to make equitable disposition of such refund monies to the extent such monies represent increased charges paid by its customers as result of this GSR; provided, however, that if the amount to be refunded to customers hereunder with respect to a particular refund received does not amount to more than one-tenth cent per Ccf, then Company will apply that refund as a credit in its cost of gas computations hereunder for the month in which it receives the refund from its supplier. Nothing in this clause shall be construed to require refunds

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or a reduction of Companys rate as a result of such an order reducing the cost of gas where the original increase in the cost of gas has not been reflected in Companys billings for its sales to customers under this rate schedule.

1.10. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service ` Off-Peak (SCS-2) Small Commercial Firm Sales Service` NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

CRR23

Summit Utilities Arkansas, Inc.  
 Customer Rate Relief Rate Schedule

Applicable to all Sales Customers for the purpose of collecting and remitting customer rate relief charges as authorized by the Railroad Commission of Texas in accordance with Chapter 104, Subchapter I of the Texas Utilities Code and the Commission Financing Order issued in Docket No. OS-21-00007061.

(A) Abbreviations and Definitions

(1) Authority--The Texas Public Finance Authority, together with any successor to its duties and functions.

(2) Bonds or Customer Rate Relief (CRR) Bonds--The Texas Natural Gas Securitization Finance Corporation Customer Rate Relief Bonds, Series 2023 and any additional or different designation or title by which each series of Bonds shall be known as determined by the Issuer Entity.

(3) Ccf and Mcf - For Ccf, one hundred (100) standard cubic feet of gas, where one (1) standard cubic foot of gas is the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen point sixty-five (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit; and, for Mcf, 1,000 standard cubic feet of gas.

(4) Central Servicer--The entity engaged in accordance with the terms of the Financing Order to, amongst other things, engage the Participating Gas Utilities as collection agents for the purposes of facilitating collection and remittance of CRR Charges by Participating Gas Utilities, and perform the other services required of it under the Servicing Agreement (as defined in the Financing Order).

(5) Commission--The Railroad Commission of Texas, including its staff or delegate.

(6) CRR Charge True-Up Adjustment - A True-Up Adjustment (as defined in the Financing Order).

(7) CRR Charge True-Up Charge Adjustment Letter - A true-up adjustment letter substantially in the form of Exhibit 3 to the Financing Order.



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(8) CRR Scheduled Adjustment Date January 1 and July 1 of each applicable year, provided that the CRR Scheduled Adjustment Date and any other deadlines or target dates related thereto, shall be subject to modification prior to the date of the Bonds so as to reflect the terms of the Servicing Agreement.

(9) Customer Rate Relief (CRR) Charge - A nonbypassable charge as defined in Tex. Util. Code 104.362(7).

(10) Financing Order - The order adopted under Tex. Util. Code 104.366 approving the issuance of CRR Bonds and the creation of Customer Rate Relief Property and associated CRR Charges for the recovery of regulatory assets, including extraordinary costs, related financing costs, and other costs authorized by the Financing Order.

(11) Gas Utility - Summit Utilities Arkansas, Inc. and its successors and assignees, an operator of natural gas distribution pipelines that delivers and sells natural gas to the public and that is subject to the Commission's jurisdiction under Tex. Util. Code 102.001, or an operator that transmits, transports, delivers, or sells natural gas or synthetic natural gas to operators of natural gas distribution pipelines and whose rates for those services are established by the Commission in a rate proceeding filed under Chapter 104 of the Utilities Code, within the service area. (12) Irrevocable - The Financing Order, together with the Customer Rate Relief Property as defined by Tex. Util. Code 104.362(8) and the CRR Charges authorized by the Financing Order, are irrevocable and not subject to reduction, impairment, or adjustment by further action of the Commission, except in connection with true-ups authorized by the Financing Order.

(13) Issuer Entity - Texas Natural Gas Securitization Finance Corporation, a Texas nonprofit public corporation established by the Authority, or any successor created pursuant to Tex. Govt Code 1232.1072.

(14) Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and any Participating Gas Utility or Successor Utility (as defined in the Financing Order) each of whose Normalized Sales Volumes exceed 2.0% of the total aggregate Normalized Sales Volumes among all Participating Gas Utilities. Any calculation performed in connection with the preceding sentence shall be made on the basis of the most recently reported Normalized Sales Volumes and such calculation shall be performed by the Central Servicer annually no later than one (1) month after Normalized Sales Volumes are reported as regularly scheduled under Paragraph H hereof; provided that the Commission and/or Central Servicer may perform such calculation without any limitation in order to give effect to any merger, acquisition, disposition, divestiture, spin-off or other transaction that would impact a Participating Gas Utility's share of the total aggregate Normalized Sales Volumes. The Commission or the Central Servicer shall promptly thereafter provide written notice to a

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Participating Gas Utility that subsequently becomes a Large Participating Gas Utility, which change shall take effective beginning on January 1 of the following calendar year.

(15) Nonbypassable - CRR Charges must be paid by all existing or future customers receiving service from a Participating Gas Utility or such gas utility's successors or assigns.

(16) Normalized Sales Volumes -

(a) For Large Participating Gas Utilities: All natural gas volumes projected to be billed for the upcoming twelve (12) month period in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated to calculate the CRR Charges.

(b) For other Participating Gas Utilities: All natural gas volumes billed in the preceding calendar year in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs and normalized according to the methodology utilized in each Participating Gas Utility's application filed in Docket No. OS-21-00007061, Consolidated Applications For Customer Rate Relief and Related Regulatory Asset Determinations In Connection With The February 2021 Winter Storm. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated in order to calculate the CRR Charges.

(17) Participating Gas Utilities - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; Rockin M Gas LLC d/b/a Bluebonnet Natural Gas LLC; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; SiEnergy, LP; Summit Utilities Arkansas, Inc., Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and Universal Natural Gas, LLC d/b/a Universal Natural Gas, Inc. or any Successor Utility (as defined in the Financing Order).

(18) Sales Customer(s) - All active customers taking service under a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs.

(B) APPLICABILITY

This rate schedule sets out the rate, terms and conditions under which the CRR Charge shall be billed and collected by Summit Utilities Arkansas, Inc. Rider Schedule No. 1 Part II, Incorporated and Unincorporated areas of Texarkana, Nash, Redwater, and Wake Village, respectively under the terms of the Financing Order.

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Each individual Sales Customer is responsible for paying the CRR Charge billed to it in accordance with the terms of this rate schedule. Payment is to be made by an individual Sales Customer to the Participating Gas Utility of which it is a customer. The Participating Gas Utility is obligated to apply amounts collected from customers to pay any outstanding CRR Charges prior to applying such amounts for any other purpose. The Participating Gas Utility, as collection agent, shall remit collections of the CRR Charges to the Indenture Trustee in accordance with the terms of the Financing Order and any servicing or other similar agreement that is contemplated by the Financing Order.

(C) TERM--This rate schedule shall remain in effect until the CRR Charges have been collected and remitted to the Indenture Trustee in an amount sufficient to satisfy all obligations in regard to paying principal and interest on the CRR Bonds together with all other financing costs, bond administrative expenses and other costs as provided in the Financing Order. This rate schedule and the CRR Charge are irrevocable and Nonbypassable.

(D) SALES CUSTOMERS--For the purposes of billing the CRR Charges, all Sales Customers of the Participating Gas Utility's in the Incorporated and Unincorporated areas of the cities of Texarkana, Wake Village, Nash and Redwater shall be assessed the uniform volumetric charge identified below.

(E) CRR CHARGE--The CRR Charge will be a monthly volumetric rate of

- \$0.00/Ccf @14.65
- \$0.00/Ccf @14.73
- \$ 0.00/Ccf @14.95

The CRR Charge is calculated in accordance with and subject to the provisions set forth in the Financing Order and will be adjusted at least annually based upon the CRR Charge true-up adjustment procedure. The CRR Charge shall be included in the Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. Participating Gas Utilities may reflect the CRR Charge according to the delivery pressures defined in Participating Gas Utilities' applicable tariffs. Such delivery pressure specific charges shall be equivalent to the CRR Charge as determined below at 14.65 per square inch, as defined above.

(F) Determination of Customer Rate Relief Charge--The CRR Charge will be adjusted no less frequently than annually, in accordance with the terms of the Servicing Agreement (as defined in the Financing Order), to ensure that the expected collection of CRR Charges is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the CRR Bonds and together with all other financing costs, bond administrative expenses and other costs, as provided in the Financing Order, on a timely basis. The CRR Charge shall be computed according to the formula described below.

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Step 1: Determination of Normalized Sales Volumes:

- (A) Total Large Participating Gas Utility Normalized Sales Volumes (Mcf)
- (B) Assumed % of uncollectible sales
- (C) Total Normalized Sales Volumes Billed and Collected: (A\*(1 - B))

For the avoidance of doubt, Normalized Sales Volumes are assumed to be calculated without giving effect to volumes anticipated from Participating Gas Utilities making up less than two percent (2.0%) of the total Normalized Sales Volumes of all Participating Gas Utilities.

Step 2: Determination of CRR Charge

- (D) Total CRR Charge Rate Revenue Requirement for Applicable Period
  - (E) CRR Charge per Normalized Sales Volumes (Mcf):(D / C)
- Thereof: CRR Charge for Sales Customers

(G) CRR CHARGE TRUE-UP

Changes to the CRR Charge will be effected through the filing of CRR Charge True-Up Adjustment Letters by the Central Servicer to the Commission as authorized by the Financing Order and in accordance with the Servicing Agreement. Not less than fifteen (15) days prior to each CRR Scheduled Adjustment Date and more frequently as required by the Central Servicer, the Central Servicer will submit the CRR Charge True-Up Adjustment Letter in the form of Exhibit 3 to the Financing Order to ensure that CRR Charge collections are sufficient to make all scheduled payments of CRR Bond principal and interest and meet other Ongoing Financing Costs (as defined in the Financing Order) on a timely basis during the payment period.

In addition to the foregoing, the Central Servicer shall be authorized to file CRR Charge True-Up Adjustment Letters with the Commission that adjust the CRR Charge more frequently (but not more often than quarterly) as required under the provisions of the Servicing Agreement (as defined in the Financing Order).

(H) CRR CHARGE TRUE-UP PROCEDURE

Summit Utilities Arkansas, Inc. shall annually file with the Commission and the Central Servicer by June 1 of each year its Normalized Sales Volumes; each Large Participating Gas Utility shall include projected volumes for each of the future twelve (12) months beginning July 1, and each other Participating Gas Utility shall include its Normalized Sales Volumes for the prior calendar year. Such filing and/or reporting may be more frequent to the extent required under the Servicing Agreement and applicable Collection and Reporting Arrangements. If Summit Utilities Arkansas, Inc. is a Large Participating Gas Utility, the Participating Gas Utility shall, upon the request of the Central Servicer, provide the Commission and the Central Servicer updated Normalized Sales Volumes for the succeeding twelve (12) month period no later than the fifteenth (15th) day following such request to allow the Central Servicer to make Interim True-Up Adjustments. Each Participating Gas Utility shall have the right to provide the foregoing information to the Central

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Servicer on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). The Central Servicer shall submit to the Commission and the Participating Gas Utilities, not less than fifteen (15) days prior to the CRR Scheduled Adjustment Date, a CRR Charge True-Up Adjustment Letter applying the CRR Charge True-Up Adjustment based on Normalized Sales Volumes and other mathematical factors and requesting administrative approval from the Commission as provided for in the Servicing Agreement. The Commission's review and approval of the True-Up Adjustment Letter shall be as set forth in the Servicing Agreement (it being understood such review is limited to determining if any mathematical or clerical errors are present in the application of the CRR Charge True-Up Adjustment relating to the appropriate amount of any over-collection or under-collection of CRR Charges and the amount of an adjustment).

If any CRR Charge True-Up Adjustment that is an Interim True-Up Adjustment is necessary, (i) the Central Servicer may request and the Large Participating Gas Utilities shall provide revised Normalized Sales Volumes for each of the immediately succeeding twelve (12) months and related data and (ii) within fifteen (15) days of receipt of such data, the Central Servicer shall file a revision to the CRR Rate Schedule in a True-Up Charge Adjustment Letter setting forth the adjusted CRR Charge to be effective for the upcoming period, in accordance with the Servicing Agreement. Summit Utilities Arkansas, Inc. shall have the right to provide such information on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). A CRR Charge resulting from a true-up adjustment will become effective on the first (1st) billing cycle that is not less than fifteen (15) days following the making of the CRR Charge True-Up Adjustment filing.

(I) TAXABILITY

The receipt of CRR Charges by a Participating Gas Utility is exempt from state and local sales and use taxes and utility gross receipts taxes and assessments and is excluded from revenue for purposes of franchise tax under Tex. Tax Code 171.1011.

**RATE ADJUSTMENT PROVISIONS**

None

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CUSTOMERS				
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42388	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42390	N	Ccf	\$.5772	09/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42389	N	Ccf	\$.5772	09/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42391	N	Ccf	\$.5772	09/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.5772	10/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.5772	10/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			

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CUSTOMERS				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42390	N	Ccf	\$.5772	10/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42388	N	Ccf	\$.5772	09/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42391	N	Ccf	\$.5772	10/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8337	11/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8337	11/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8337	11/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8337	11/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8337	02/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8337	02/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8337	02/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8337	02/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8337	12/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8337	12/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8337	12/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8337	12/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8337	01/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8337	01/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			

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**CUSTOMERS**

<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42390	N	Ccf	\$.8337	01/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8337	01/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8337	03/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8337	03/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8337	03/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8337	03/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			

**REASONS FOR FILING**

NEW?: N

RRC DOCKET NO: OS-21-00007061

CITY ORDINANCE NO: Ord 253-07 & Operation of Law

AMENDMENT (EXPLAIN):

OTHER (EXPLAIN): Filing to Comply with Financing Order OS-21-00007061.

**SERVICES**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>
B	Commercial Sales
<u>OTHER TYPE DESCRIPTION</u>	

**PREPARER - PERSON FILING**

RRC NO: 1312 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Stephanie MIDDLE: LAST NAME: Hammons

TITLE: Asc Gn Cnsl, Sr Dir of Rg Afrs

ADDRESS LINE 1: 1400 Centerview Dr., Ste 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4612 EXTENSION:



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## CURTAILMENT PLAN

<u>PLAN ID</u>	<u>DESCRIPTION</u>
7455	<p>Curtailment Plan</p> <p>7.455 Curtailment Standards</p> <p>(a) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.</p> <p>(1) Balancing authority--The Electric Reliability Council of Texas or other responsible entity that integrates resource plans ahead of time, maintains electricity demand and resource balance within a balancing authority area, and supports interconnection frequency in real time for a power region in Texas.</p> <p>(2) Commission--The Railroad Commission of Texas.</p> <p>(3) Curtailment event--When a gas utility determines that its ability to deliver gas may become inadequate to support continuous service to firm customers on its system and it reduces deliveries to one or more firm customers. For the purposes of this section, an interruption of delivery or service to interruptible gas customers does not constitute a curtailment event. Prior to reducing deliveries to one or more firm customers, a gas utility interrupts deliveries to interruptible customers pursuant to mutually agreed upon contracts and/or tariffs.</p> <p>(4) Electric generation facilities--Facilities registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and or backup power systems.</p> <p>(5) Firm or firm deliveries--Natural gas deliveries that are described as firm under a contract or tariff.</p> <p>(6) Gas utility--An entity that operates a natural gas transmission pipeline system or a local distribution company that is subject to the Commission's jurisdiction as defined in Texas Utilities Code, Title 3.</p> <p>(7) Human needs customers--Residences, hospitals, water and wastewater facilities, police, fire, military and civil defense facilities, and locations where people may congregate in an emergency, such as schools and places of worship. A human needs customer also includes small commercial customers that cannot practicably be curtailed without curtailing human needs.</p> <p>(8) Interruptible or interruptible deliveries--Natural gas deliveries that are not described as firm under a contract or tariff.</p> <p>(b) Applicability. This section takes effect on September 1, 2022. This section applies when any gas utility experiences a curtailment event affecting intrastate service on any of its intrastate natural gas pipelines. When a gas utility experiences a curtailment event, the gas utility shall curtail deliveries according to the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailment plan pursuant to subsection (d) of this section. The curtailment priorities in this section apply to sales of natural gas owned by a gas utility and/or deliveries utilizing a gas utility's transportation capacity. The priorities in this section do not apply to sales of gas owned by an entity that is not a gas utility. The term "deliveries" in this section includes sales and/or transportation service.</p> <p>(c) Priorities.</p> <p>(1) Unless a gas utility has an approved curtailment plan pursuant to subsection (d) of this section, a gas utility shall apply the following priorities in descending order during a curtailment event:</p> <p>(A) firm deliveries to human needs customers and firm deliveries of natural gas to local distribution systems which serve human needs customers;</p> <p>(B) firm deliveries to electric generation facilities;</p> <p>(C) firm deliveries to industrial and commercial users of the minimum natural gas required to prevent physical harm and/or ensure critical safety to the plant facilities, to plant personnel, or the public when such protection cannot be achieved through the use of an</p>

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alternate fuel;

(D) firm deliveries of natural gas to small industrials and regular commercial loads that use less than 3,000 Mcf per day;

(E) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material cannot be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed;

(F) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material can be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed; and

(G) firm deliveries to customers that are not covered by the priorities listed in subparagraphs (A) - (F) of this paragraph.

(2) Deliveries to customers within the same priority on the portion of the system which is subject to curtailment shall be curtailed to the extent practicable on a pro rata basis according to scheduled quantities. If a customer's end-use requirements fall under two or more priorities, then such requirements must be treated separately when applying this schedule of priorities to the extent practicable. Transportation customers have equivalent end-use priorities as sales customers.

(3) When applying the priorities of this section, a gas utility may rely on the representations of its customers and/or their end users regarding the nature of customers' deliveries.

(d) Curtailment plans. Order 489 and any curtailment plan approved by the Commission prior to the effective date of this section is superseded by this section. A gas utility may file its own curtailment plan for approval with the Oversight and Safety Division. A gas utility shall follow the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailment plan on file with the Commission. The first three priorities in any individual curtailment plan must be consistent with the first three priorities listed in subsection (c)(1)(A) - (C) and (2) of this section. A gas utility shall provide to its customers notice of an application for a curtailment plan. A gas utility shall provide notice on the same day the gas utility files its application with the Commission. The gas utility may provide notice by hand delivery, by first class, certified, registered mail, commercial delivery service, electronic methods, or by such other manner as the Commission may require. The notice shall be in the form prescribed by the Commission. The Oversight and Safety Division may administratively approve the curtailment plan if no request for hearing is filed within thirty days of such notice. The Commission shall set the matter for hearing if it receives a timely request for hearing from a customer of the gas utility.

(e) Required tariff filings. Within 90 days of the effective date of this section, each gas utility shall electronically file with the Commission, in the manner prescribed by the Commission, tariffs that shall include either:

(1) the curtailment priorities as specified in this section; or

(2) a curtailment plan approved by the Commission as specified in subsection (d) of this section.

(f) Curtailment emergency contact information. Each gas utility shall maintain current curtailment emergency contact information with the Commission and shall submit curtailment emergency contact information on or before November 1 of each year.

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LINE EXTENSION POLICY

POLICY ID	DESCRIPTION
1249	<p>VII. EXTENSION OF FACILITIES</p> <p>(A) SERVICE LINES AND CONNECTIONS</p> <p>(1) The Company will make, own and maintain all necessary connections with its street mains. Under normal construction conditions, the Company will install up to 100 feet of service line (up to one inch in diameter and capable of a delivery pressure of up to 60 psig) at no cost to the customer. In the event a service line exceeding the diameter and pressure requirements set forth above is needed, or in the event of abnormal construction conditions, such as solid rock, road crossings that require a bore, the need to bore under landscaping, etc., or in regard to the installation of excess flow valves, any additional costs incurred by the Company will be charged to the customer. The Company may waive these charges when it determines that it is economically justifiable to do so. The Company will own, maintain and specify the route of the piping. Access must be granted on customer`s property for replacement or repairs of these facilities. The Company may at its option install a service cock and box. The meter location will be determined by the Company. The Company will also set and own the meter and regulator, but all other piping, connections, and appliances for the purpose of utilizing gas shall be furnished and installed by the customer at the customers risk and expense. Customer will pay the cost of any relocation of the Companys facilities that the Company may perform at customers request.</p> <p>(B) MAIN EXTENSIONS</p> <p>(1) Extensions from the Company`s distribution lines, will be made under the following conditions and circumstances:</p> <p>(a) Subject to the availability of capital funds, the Company shall construct main extensions from its existing facilities to serve new customers where the cost of the Company`s capital investment is economically feasible. Determination of whether a proposed extension is economically feasible shall be made through the use of an economic model that will take into consideration the following factors:</p> <ul style="list-style-type: none"> <li>(1) construction cost estimate</li> <li>(2) non-gas revenue</li> <li>(3) depreciation</li> <li>(4) incremental operating costs</li> <li>(5) any other factors relevant to economic feasibility of the project.</li> </ul> <p>(b) If it is determined that the Companys return on investment (ROI) on the proposed main extension will equal or exceed the Companys cost of funding capital projects, the extension will be made at no cost to the customer. If it is determined that the Companys ROI will be less than the Companys cost of funding capital projects, the customer shall be required to pay an amount sufficient to ensure that the Company is able to earn an ROI equal to its cost of funding capital projects. On such an advance, the Company may enter into an agreement with the customer to refund the customer contribution. Refunds will be based only on changes in the factors considered in the economic model under which the investment was originally made. The Company shall establish, when capital funds are available, such new distribution service where the Company will be reasonably assured of a sufficient number of customers and an annual revenue to justify the capital expenditure. The Company may, however, refuse to extend facilities in the event system design and/or operational considerations so dictate.</p> <p>(c) When the Company is requested to extend its distribution facilities to an area with existing potential users where no contributory capital is available, the Company has the option to provide the necessary capital in the amount equal to the necessary customer contribution to be recovered by a fixed daily surcharge rate applied to each customer account within the boundaries of the</p>

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project for up to five years\* or until the customer contribution is recovered by the Company, whichever comes first. Under this option, the Company will construct and finance the facilities and

recover the customer contribution, in addition to an appropriate interest (or finance charge) assigned to the capital required to fund the customer contribution, through the surcharge rate. If the

customer contribution is not recovered during the pay-back period, the remaining balance of the customer contribution (including interest or finance charge) will be added to and included in the

Company's overall rate base from that point forward. To insure sufficient customer commitment to each project, each customer will be required to sign an Extension Surcharge Agreement and may

be required to make a reasonable customer deposit prior to commencement of construction. Surcharge areas are defined as those areas served by the facilities to be constructed. After the initial

installation of facilities to serve the surcharge area, all subsequent connections which utilize mains from the original surcharge area installation will be subject to the same surcharge rate for the

remaining period of the surcharge agreement. \*Special conditions may warrant extending this period based on economic conditions.

(d) When new extensions from the surcharge area are requested, the person(s) requesting an extension from these facilities will be required to make whatever customer contribution might otherwise

be required for the extension under Part VII (B)(1)(b) and, in addition, will be subject to the surcharge rate for the remaining surcharge period.

(e) When a subsequent area requests service utilizing the facilities of an existing surcharge area, the following regulations will apply:

(1) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge area's surcharge rate would be in excess of the surcharge rate

applicable to the established surcharge area, the subsequent surcharge area will bear only the cost of their new facilities.

(2) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge rate is less than the surcharge rates applicable to the established

surcharge area, the subsequent surcharge area will bear a portion of the remaining unpaid customer contribution of the established surcharge area in addition to its own surcharge allocation as follows:

(2)(a) The cost of the mainline established for the existing surcharge area shall be shared by the subsequent surcharge area up to an amount equal to the existing area surcharge rate if their computed

surcharge is lower than the surcharge for the existing area. This shall be achieved by assigning an unamortized portion of the mainline investment which was required for the existing surcharge area to the

subsequent surcharge area in order to fairly equate the surcharges. The amount of investment cost assigned to the subsequent surcharge area will then be credited to the unamortized amount payable by

the existing surcharge area customers.

(2) The Company will not be required to enlarge its system of mains to meet the demand for gas of a prospective customer or to provide for an appreciable increase in the

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demands of a present customer,

unless in the judgment of the Company, a reasonable rate of return is assured as a result of the expenditure required.

(3) When the Company extends its main to serve new customers, the Company will extend its main, in a manner which, in its judgment, will be most advantageous for rendering service.

(4) Where the customer requires that his meter be placed in a particular location, the customer will be required to pay any additional cost that may result from compliance with the customers request.

(5) A standard Rural Gas Contract must be executed by each customer requesting a pipeline tap. The Company will not make or serve a tap on any federally certificated transmission line, unless, in the

judgment of the Company, a reasonable rate of return can be earned as a result of the expenditure required to construct the tap and serve the customer, without unreasonable consequences to other

customers. In addition, the Company will not make or serve a tap on any other transmission line, field gathering pipeline, or lines to wells which in the Company's opinion, presently contain or may in the

foreseeable future contain undehydrated gas, liquid hydrocarbons, sour gas, or gas that is otherwise not merchantable. The Company may discontinue service whenever it believes reliable service cannot

continue to be provided for any reason, including, but not limited to, water content of the gas furnished. In the event service is suspended or terminated because the Company cannot or believes it cannot

continue to provide safe and reliable service, the Company will be under no obligation to compensate the affected customer(s) for such loss of service. + EXTENSION SURCHARGE AGREEMENT The

undersigned promises to pay to Summit Utilities Arkansas, Inc., a surcharge on his/her/their/its monthly gas bill in consideration of the Company's extension of its facilities into the surcharge area in which

the undersigned resides. The surcharge amount will be \$\_\_\_\_\_ per month. The surcharge will be applied to all monthly billings to the undersigned for a \_\_\_ year period or until the Company recovers

the required customer contribution for the surcharge area, whichever comes first. The surcharge amount will appear as a separate line item on the undersigned's bill. The terms of this Extension Surcharge

Agreement shall be subject to the provisions of the Companys rates and policies.

\_\_\_\_\_ Accepted this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Summit Utilities Arkansas, Inc. By \_\_\_\_\_ VIII.

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**QUALITY OF SERVICE**

<u>QUAL_SERVICE_ID</u>	<u>DESCRIPTION</u>
QoFS	<p>I. APPLICATIONS FOR OR DISCONTINUANCE OF SERVICE</p> <p>(A) The Company shall require all customers to execute a deposit-service agreement upon application for gas service or upon the filing of a petition for relief under the United States Bankruptcy Code. Such agreements are not transferable. All customers accepting gas service from the Company shall be subject to the rules, regulations and rate schedules applicable. (B) When gas service is inaugurated or transferred from one location to another, at a location where there is an existing meter installation, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of \$48.00. When gas service is inaugurated or transferred from one location to another, at a location where a meter must be installed, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of \$62.00 (C) When a customer requests the initiation or restoration of service which requires overtime work after normal daily working hours or on weekends and holidays, the customer will be advised of an additional charge which will be based on actual overtime costs involved. An overtime charge shall not apply to work required through no fault of the Customer. (D) No customer may temporarily discontinue service and thereafter request restoration and continuation of service under his old service agreement but must execute a new agreement. If service is discontinued at the request of the customer and service is suspended during all or a portion of the non-heating season and thereafter restored at the same location for the same occupant, a reconnect charge will become due and payable when service is restored. This charge will be computed on the basis of the applicable customer charge for each month or fraction thereof that service is discontinued. Such charge shall be in addition to the regular service initiation fee of \$48.00 at a location where there is an existing meter installation or \$62.00 at a location where a meter must be installed or reconnection fee of \$37.00. Any commercial or industrial customer who discontinues service for any period of time must be considered a new customer for State and Federal regulatory policy purposes when application is made for restoration of service. (E) The company will not accept orders to discontinue service other than from the person in whose name the account is billed. (F) The Company may turn on service after normal daily working hours, or on weekends and holidays, in emergency situations requiring immediate initiation of service. When this service</p>

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is offered, the customer will be assessed an additional charge of \$27.00. An after-hours charge shall not apply to work required through no fault of the customer.

## II. CUSTOMERS FACILITIES AND EQUIPMENT

(A) Gas should be used only in appliances designed for use with natural gas, in compliance with all applicable manufacturing specifications. Vent pipes must be used on water heaters, cook stoves, enclosed type space heaters, or other appliances designed to be vented. (B) The customer shall provide a system of piping within his premises for connection to gas appliances. Customers piping system will be installed and maintained in compliance with all federal, state and local laws, codes and regulations. Customer shall provide an above-ground delivery point in a suitable location, unless otherwise specified by the Company. For SCS and LCS customers, vehicle access for meter testing purposes must be provided. The normal gauge pressure, at which gas will be supplied through the Company's meter to the customer's piping, will be as defined in XVI(A). (C) The Company under previously existing regulations has provided service through one master meter to private distribution lines for multiple federal, municipal, or private housing projects and mobile home parks, and has in some cases provided individual meters for such facilities. Bills will be rendered on an individual basis to the individual metered customers, but the customer(s) owning the private distribution line or being served by the private distribution line will be responsible for payment of any differences between gas delivered through the master meter and gas delivered through the sum total of individual meters. All such construction within the above mentioned projects and mobile home parks must meet the requirements of all federal, state and local piping laws before the Company will connect the customer.

## III. REFUSAL TO SERVE CUSTOMERS

(A) The Company may decline to serve a customer or prospective customer until he has complied with the state and municipal regulations governing the service applied for and the reasonable rules and regulations of the utility. (B) Until adequate facilities can be provided, the Company may decline to serve an applicant for service or to change materially the service of any customer, if, in its judgement, 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. (C) The Company may refuse to serve a customer if, in its best judgment, the customer's installation or equipment is regarded as hazardous or of such character that satisfactory service cannot be given. (D) The Company may refuse to serve individual mobile homes and house trailers if the trailer does not have a firm foundation

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which will not permit it to rock or move thereby cracking or parting the connecting pipe or facilities. None of the weight of the trailer may be carried on the wheels or springs. All piping and appliance installations in trailers must be made in compliance with applicable laws, codes, and ordinances governing such installations. (E) The Company may decline to serve any applicant who is indebted to the Company for gas utility service; provided, however, that in the event the indebtedness of the applicant for service is in dispute, 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 the deposit until repaid at the rate prescribed by law or order of the Commission. (F) 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 gas utility service for the customer at other premises.

#### IV. DISCONTINUANCE OF SERVICE

Subject to Commission rules suspending disconnection during an extreme weather emergency (7.460):

(A) The Company reserves the right to shut off the gas at any time and to remove its property from the premises for any of the following reasons:

- (a) for tests or repairs
- (b) for non-payment of bills for gas utility service when due, after required notice has been given
- (c) for incorrect representation of facts in application for service, after required notice has been given
- (d) for failure to make or increase the cash deposit when required by the Company, after required notice has been given
- (e) for reselling gas in violation of the Company's Standard Rules and Regulations, after required notice has been given
- (f) for placing or permitting the placing of any bypass around any meter or service line; or for tampering; or permitting tampering with same
- (g) for permitting pipes, or appliances owned or used by the customer to leak or otherwise permit the escape or waste of gas, after required notice has been given
- (h) for failure to comply with the Rules and Regulations of the Company, after required notice has been given
- (i) failure to pay the applicable connect charge, after required notice has been given
- (j) on order of municipal authorities having jurisdiction; or
- (k) when checks received from customer for amounts past due or for the required deposit are repeatedly not honored when presented to the bank for payment, then service may be discontinued without advance notice.

(B) 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 diligently tried to induce the customer to comply with its rules and regulations, or to pay amounts due the Company. Service may be discontinued after five (5) days written notice shall have been given to the customer by the Company in the



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manner provided for in Paragraph IV (d). Prior notice of disconnection shall not be required for fraudulent, negligent, or unlawful use of the commodity or service detected, or where a dangerous condition is found to exist on a customer's premises. (C) The customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service; provided, however, that payment at Company's office within four hours of the time of actual disconnection or turning off of service shall not affect the right to disconnect or turn off service for non-payment. Whenever the Company dispatches an employee to the premises of any customer for the purpose of discontinuing service for non-payment, and such payment arrangements are made that do not result in actually disconnecting or turning off of service, a fee of \$16.00 shall be added to and collected as a part of such delinquent account to cover, in part, the cost to the Company of dispatching such employee to the customer's premises. A \$15.00 charge may also be added to an account and collected to recover cost for reprocessing any check that has been returned to the Company by the bank by reason of insufficient funds on deposit. Whenever service has actually been disconnected on account of the failure of the customer to pay such delinquent account, or for any other reason without fault of the utility if the customer desires the service to be reconnected, the Company shall require the customer to pay a reconnection charge of \$37.00. (D) Notice of delinquency shall be construed to be given to the customer when a copy of such notice is left with such customer, or left at the premises where service is required, or posted in the United States mail addressed to the customer's last known post office address except as specified in (h) and (i) below. (E) The Company shall not be liable for any damage to persons or property resulting from the discontinuance of gas service after having given the required notice. Arrangement satisfactory to the Company for the continuance of service on account of serious illness or other causes shall be made by the customer prior to the expiration of the notice period. (F) When, at the customer's request, the Company changes the location at which service is rendered the gas consumed at the new and old locations, for the purposes of billing, shall be combined. The change of the location to which service is rendered shall not be deemed to affect the rights of the Company with regard to the application of deposit or discontinuance of service for non-payment of the account. (G) The fact that the Company has a cash deposit from a customer shall not in any manner affect the right of the Company to discontinue service to that customer for the non-payment of amounts past due regardless of the fact that the deposit is in excess of the amount past due. (H) Termination of service to Elderly Persons, Handicapped Persons, and Persons with Serious Illnesses

## (1) Definitions

(a) Elderly. An elderly person is any residential customer aged 65 or older whose total gross income is less than or equal to the median income for Texas families categorized as 65 years and over in Table 19A or successor tables reported in Consumer Income: Money Income and Poverty Status in 1975 of Families and Persons in the United States and the South Region, By Divisions and States (Spring 1976 Survey of Income and Education by the Bureau of Census of the United States Department of Commerce, as most recently published.

(b) Handicapped. A handicapped person is any residential customer:

(i) who has any permanent severe physical or mental impairment which substantially limits his ability to pay for utility service; and

(ii) who is certified as being physically or mentally disabled by a physician,

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licensed psychologist, by the United States Veterans Administration, the Social Security Administration, the appropriate governmental agency, or a local regional mental health center.

(c) Serious illness includes serious injury not amounting to a handicap.

(2) Special Provision for the Elderly and Handicapped Each utility shall file with the Commission, for its approval, procedures the utility will follow to insure the protection of elderly and handicapped customers. In addition, each utility shall keep records of all delinquent accounts of elderly or handicapped customers and the disposition of these accounts. Protection procedures shall include:

(a) Identification of eligible households.

(b) Personal contact by telephone or in person by utility personnel to arrange installment of deferred payment of any delinquency.

(c) Notification of right to third-party notice before termination of service.

(d) Assistance to customers wishing to make arrangements with state or local social service agencies for payment for service. The procedures may require elderly and handicapped persons to disclose information and furnish documents in connection with the status claimed on an annual basis. If a customer provides false information

to the utility in order to claim an exemption under this Rule, it shall be grounds for termination. Customers establishing eligibility to claim an exemption as elderly or handicapped

shall be presumed to retain this status for one (1) year after the date eligibility is established. Eligibility related to income level and ability to pay for utility service shall be reestablished annually.

(3) Delay of Termination on Grounds of Serious Illness

(a) A utility shall postpone termination of service to a residential customer, or reconnect previously terminated service, for a reasonable time up to thirty (30) days if the customer presents a certificate from a physician stating it is likely that termination of service will either aggravate a serious illness or give rise to a substantial risk

of death or a grave impairment of the health of the customer, of a member of the customer's family, or of another permanent resident of the premises where service is rendered. The certificate shall identify the medical emergency, specify the effect of termination of service, and specify the time during which termination of service will aggravate the illness. The utility may, at its expense, obtain an additional medical report or certificate from a physician of its choice and may rely on that opinion and in reliance on that opinion terminate service five days after mailing an additional notice of termination to the customer. Failure of customer without good cause to attend the company-scheduled medical appointment shall be sufficient reason for termination of service by the utility. A customer, his physician, or a nurse, nurse practitioner, physician's assistant, or a public or private agency providing physical or mental health care services may notify the utility of a serious illness in person, by telephone, or by letter. The customer shall have seven (7) days from the date of notification to present the certificate. Notice by telephone shall be subject to verification by the utility.

(b) The thirty-day postponement may be extended one time by renewal by notice as above and renewal of the certificate by a physician as above.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(4) Delay of Termination for Elderly and Handicapped Persons

(a) Residential utility service shall not be terminated and, if previously terminated

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shall be reconnected, during the months of November through March for elderly and handicapped customers of the utility, provided that service may be terminated if such customers fail to pay at least one-half of the amount billed for service either as they fall due or pursuant to

delayed payment agreement. Any balance due for service during these months shall be made in the months of April through October in installments agreed upon by the customer and the utility. If, during the months of April through October, a customer fails to pay the deferred balance due for service from November to March, the utility shall not be obligated

to refrain from terminating or to reconnect service during the next November through March time period. Residential gas air condition service to such customers shall not be terminated

on a day when the National Weather Service forecasts between 5:00 a.m. and 8:00 a.m. a maximum temperature for that day of 95 degrees Fahrenheit, or higher.

(b) At least 72 hours prior to the proposed termination of residential service to an elderly or handicapped person, a utility shall personally contact the customer, a person living in this

household, or any other person or agency designated by the elderly or handicapped person to receive notice in person or by telephone during the utility's normal, working hours or between 9:00 a.m. and 4:00 p.m. on Saturdays and holidays that termination of service is imminent and that steps can be taken to avoid termination. This notice shall include an explanation of the procedures available under this or other applicable rules. If none of these parties is contacted on the first attempt, a second attempt shall be made and may take place between 6:00 a.m. and 10:00 P.M.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(I) Notice of Termination to Tenants

(1) For the purposes of this rule, landlord means the owner, agent, manager, or lessor of premises intended primarily for residential use for which he receives lease or rent payments which include amounts for utility service.

(2) Each utility shall file with the Commission procedures for identifying accounts where service is rendered at an address different from the mailing address of the bill. Such procedures

may include requiring landlords to identifying themselves as such and to identify their tenants by name, address, and account number. Absent such identification, the utility shall not be

required to treat a customer as a tenant unless it has actual knowledge or information that reliably indicates that the person to whom service is rendered is a tenant.

(3) The utility shall not disconnect service to such an account for nonpayment of the bill until the following actions have been taken:

(a) When a termination notice has been sent to the landlord, if no response is received by the utility within seven (7) days, notice shall also be sent to the affected tenants or shall be

posted in conspicuous locations such as near mail boxes, building entrances and exits, and other areas of common usage.

(b) If a landlord fails to pay for service to a tenant a utility shall not terminate service to the tenant until at least thirty (30) days have elapsed from the date of the delinquency, and, after

being notified of the delinquency the tenant has not paid for service provided after the date of notification or made arrangements with the utility to do so.

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(c) Where feasible the utility shall offer the tenant the opportunity to apply for service in his own name. If such service is not feasible or if the tenant declines to apply for such service, the

utility may terminate service. If the tenant chooses to take service in his own name, termination shall thereafter be governed by other appropriate provisions of this rule.

(d) Where premises are master-metered and a tenant and the utility are unable to agree upon payments to be made by the tenant for service, the utility shall petition the Commission for

an immediate informal resolution or formal hearing to resolve the dispute.

(4) A utility shall not attempt to recover from a tenant or condition service to a tenant on the payment of any amounts owed by the landlord to the utility.

#### V. CUSTOMER DEPOSITS

(A) The Company may require, with each service application from any customer or any prospective customer, a cash deposit to guarantee payment of bill. This required deposit shall not exceed an amount equivalent to two estimated average bills when payment is due after the service is rendered. The Company shall pay interest on the deposit at the rate prescribed by law or order of the Commission. When service is discontinued by the Company for any reason other than for repairs, the Company may apply such deposit to the payment of all charges authorized under these Rules and Regulations. Interest will not accrue on deposits when they become inactive. The Company shall pay interest on deposits annually in January of each year and upon return of the deposit to the customer.

(B) Interest shall not accrue on any cash deposit after the date the Company has made a bona fide effort to return such deposit to the depositor. The Company shall keep in its records evidence of its efforts to return such deposit.

(C) A new or additional deposit may be required upon reasonable written notice of the need of such a requirement in any case where a deposit has been refunded or is found to be inadequate as above provided for, or as provided by the applicable provisions of the Commission's Rules, as they may be in effect from time to time. The service of any customer who fails to comply with these requirements may be disconnected upon five (5) days' written notice.

(D) All charges authorized under these Rules and Regulations shall be due and payable on the same terms and conditions as charges made for gas service and the same procedure for discontinuance of service for such charges may be applied against refunds, if any, due on the customer's deposits.

(E) Upon the filing of a petition for relief under the United States Bankruptcy Code, the customer will be required to provide a cash deposit in an amount not to exceed two times the maximum estimated bill for the service location.

#### VI. BILLING

(A) Gas supplies will be charged for from the time of turn on until the Company discontinues the supply. Failure on the part of the customer to properly notify the Company when their responsibility for the payment for gas at a premises ceases, shall not relieve the customer from the obligation of paying all bills accruing up to the time proper notification is received by

the Company. The customer shall pay for all gas passing through the meter, whether the same be used or wasted through leaks in pipes, apparatus, or otherwise and shall be bound by

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the true reading of the meter, provided it is in good repair and working order.

(B) Bills rendered for service for less than the standard monthly billing period shall be calculated as follows:

(1) Where meter reading indicates no consumption and the period involved is less than fifteen (15) days, no charge will be made. If the period involved is fifteen (15) days or more,

applicable monthly minimum will be charged.

(2) Where meter reading indicates any consumption, regular rate schedules will apply, regardless of period involved. Meter will be read to the nearest hundred cubic feet and bills computed on this basis.

(3) Where customer changes location within the same distribution plant, the consumption at both locations will be combined for the monthly billing.

(C) All customers of Company which are either, (1) sixty (60) years of age or older and depend upon a pension or Social Security check as their primary source of income, or (2) are dependent solely upon a disability income, regardless of age, are eligible to participate in the Company's FLEX-DATE Payment Plan. Such Plan will extend the due date for payment to the earlier of: (1) twenty-five (25) days after the current month's bill date, or (2) three (3) work days before the next month's bill date. Only the extended due date provided by FLEX-DATE

will appear on eligible customers' bills. In addition, the Company will waive any otherwise applicable late penalty. Customers shall become Plan participants either upon telephone or form

notification to Company, and their participation will be effective for each month of each calendar year thereafter.

(D) Monthly statements will be delivered to the location at which gas is supplied, by an employee of the Company, or posted in the United States mail, unless the customer has directed the

Company in writing to send statements to another address. The terms Delivered or Rendered shall not be construed as an obligation on the part of the Company to deliver or render statements

to the customer in person, or to other occupants of the premises. Duplicate copies of statements will be furnished upon request, and failure to receive statements for any reason whatsoever,

will not entitle customer to further time to pay account, or to a continuation of gas supply if account is over due.

(E) Customers whose facilities are located on pipeline taps which are not centrally odorized will receive monthly statements based on the customers reading of the meter. If the meter is not

read by the customer, bills will be estimated. The Company will read these meters at least every six (6) months and the difference between the customer readings or the estimated consumption

will be billed or credited to the customer's account.

(F) A residential apartment shall be defined as a room or group of rooms which contain a sink and/or cooking facilities and shall be considered a separate apartment for metering and billing purposes.

House trailers shall also be considered separate apartments for metering and billing purposes.

(G) Individual residential customer premises shall be metered and billed separately even if under common ownership, and combined metering or billing shall not be permitted. Commercial and

industrial premises shall be considered separate when not on the same tract or contiguous

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tracts of land, or when each is a complete unit not physically integrated with, or essentially a part of, the other or others, and each renders a complete service or produces a finished product. Tracts of land separated by public streets, roads or alleys shall be considered non-contiguous tracts.

(H) The commercial rate schedule of the Company will be applied to the gas used in two or more individual flats or apartments in a dwelling which was originally constructed as, or which has been converted into, a multiple-family building and where the owner has not elected to separately meter the gas used in each individual flat or apartment. Rooming houses without cooking facilities, tourist homes for transients and hotels will be metered and billed as single unit on the commercial rate.

(I) The Company may make a charge of \$5.00 for any special meter reading which it is called upon to make other than on the regular reading date. Where interim meter readings are furnished

the owner of premises the Company accepts no responsibility as to the distribution of the monthly bill as between tenants.

(J) Claims for error in statements rendered should be made by the customer as soon as discovered; if the claim is found to be meritorious, the Company will make proper adjustment on the

Customer`s subsequent bills, or make refund to the customer within a reasonable time.

(K) The Company shall make a test of the accuracy of registration of a meter upon request of a customer. Except as otherwise provided in these rate schedules, if such test shows the meter to be slow or within the tolerance limit as to accuracy of registration, the customer may be required to pay a charge of ten dollars (\$10.00) for each test so made. If the test shows

the meter to be fast and in excess of the tolerance limit of accuracy, such test shall be made at the expense of the Company and an adjustment shall be made with the customer. If no such test has been performed within the previous four years for the same customer at the same location, the test is to be performed without charge.

(L) In case a meter ceases to register, the quantity consumed will be estimated from the amount consumed during the corresponding period for the previous year, giving due consideration to

weather and other pertinent factors, or by such other method that will be equitable.

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## VIII. GENERAL

The customer shall use the gas delivered by the Company for his purposes only. The customer shall not, under any circumstances, resell or share with others any gas delivered by the Company. No changes, extensions, or replacement of service `lines shall be made without the written consent of the Company. No extension whatsoever of customer owned piping shall be made for the purpose of supplying gas to adjacent property, or other person or concerns residing or operating on the premises of the customer. The foregoing natural gas resale prohibition shall not apply to distributors selling compressed natural gas as a motor vehicle fuel. The authorized agent of the Company shall have the right and permission to enter upon the premises of the customer to inspect or test lines, and appliances, to read, change or remove the meter, to turn on and shut off the gas, or to perform other related functions. This right shall not be construed as placing any responsibility on the Company to inspect and test the lines or equipment of the customer. No structures shall be erected over the Companys gas lines. In the event any such structure is erected, the customer will be

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provided the option of either removing the structure or paying the Company the cost of relocating the gas line, including the cost of obtaining alternative easements, if required. The place of delivery of all gas purchased shall be at the outside wall of the first structure being served if the Company has installed or replaced the service line to that point. In all other cases, the place of delivery of all gas purchased shall be at the point of connection to the customer's service line from which point all gas delivered shall become the property of the customer, who shall thereafter be responsible for its passage through the meter and for all damage caused by said gas. The Company shall have no responsibility for any act or omission, and shall have no liability from any cause, downstream of delivery. In case the supply of gas should fail, whether from natural causes, bursting of pipes or accident in any way, the Company shall not be liable for damages, whether direct, special, continuing, exemplary, presumptive, incidental, indirect or consequential, including without limitation, loss of profits, loss of revenue, or loss of production capacity by reason of such failure. The Company shall not be liable in damages for any act or event that is beyond the Companys control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, arrests, wars, blockades, insurrections, riots and epidemics, landslides, lightning, earthquakes, fires, storms, floods and washouts, priority limitation or restraining orders of any governmental authority and civil disturbances, explosions, breakage, accidents, tests, maintenance or repair to machinery, equipment, lines of pipe or other facilities; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits; and any other causes whether of the kind herein enumerated or otherwise. Meters and pipes are likely to freeze in cold weather, and it shall be the duty of each customer to protect the pipes and the meter or meters from the action of the elements. These Rules and Regulations are made a part and condition of all rate schedules of the Company and all customers served under such schedules shall be subject to these Rules and Regulations. These Rules and Regulations are in addition to Rules and Regulations now established by the Regulatory Body having jurisdiction over these matters.

## IX. STATE AND MUNICIPAL TAXES

Whenever the State or a municipality imposes upon the Company any sales privilege, occupation, meter, or other special tax, except ad valorem taxes, the Company shall pass the tax on to customers within the jurisdiction of the taxing authority in accordance with provisions set forth in such tax law or ordinance.

## X. LEVELIZED PAYMENT PLAN

A. Residential customers and small commercial customers having less than 500 MMBtu annual usage may have the option of participating in the Levelized Payment Plan (LPP) for billing purposes as opposed to the normal billing procedure.

B. Operation of the Levelized Payment Plan Under the LPP a customer's bill will be computed by averaging to the nearest dollar, the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent

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twelve months historical volumes. The average bill amount thus derived will be the monthly payment amount for each of the succeeding six months. Actual billings will continue to be based upon the applicable rates and meter readings obtained to determine consumption. The amount due under the LPP will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be reflected on the bill as a memo item for the customer's information. The cumulative difference between actual billings and the levelized billings under the LPP will be carried in a deferred balance that will accumulate both debit and credit differences. The monthly payment amount will be automatically reviewed and adjusted six months after the anniversary date. This adjustment will be made to assure that the difference between actual payments and average payments under the LPP will be minimal. The new LPP payment amount will be computed by averaging the sum of the most recent six months actual billings and a projected amount for the next six months. The projected amount will be derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent year's historical volumes for the corresponding months. This amount will be rounded to the nearest dollar and will be the monthly LPP payment amount for the next six months. On the initial and subsequent anniversary dates a new levelized payment amount is calculated by averaging to the nearest dollar, the amount of the deferred balance and the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent twelve months historical volumes. This new LPP amount will then be in effect until the time of the next six-months review. On each subsequent anniversary date a new levelized payment amount will be calculated in this manner. In such instances where sufficient billing history is not available, a twelve-month billing history will be estimated by the local office. The estimated history will be based on actual billings for those months in which actual billing data is available and estimated based on the service address or a similar location for those months in which no such actual billing is available. Participation in the LPP will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's actual monthly billing.

C. Customer Qualification for Levelized Payment Plan No additional customers shall be added to the LPP. The Company will, however, maintain the LPP for those customers participating in the LPP. Customer may discontinue LPP at any time by notifying the Company. If a customer requests termination, if an account is final billed, or if the customer is suspended by the Company as a result of past due amounts on an account, any outstanding balance owed to the Company at the time, including any differences between billings under the LPP and billings which would have been rendered under normal billing procedures shall be immediately due and payable. Likewise, any credit due customer shall be applied to the next bill or refunded, as appropriate.

#### XI. EXTENDED ABSENCE PAYMENT PLAN

(A) The following options are available to residential customers to avoid suspension of service during any extended absence over one (1) month:

(1) Bills due during the customer's absence may be paid in advance. The amount of the payment will be based on the prior year's corresponding usage based on current rates. Any over or under payment by the customer will be applied to the customer's next bill when he



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returns. A delayed payment agreement will be available for underpayments.

(2) The customer will be given the opportunity to enroll in the Company's automatic bank draft program. The monthly bill will be paid automatically through the customer's checking or savings account.

(a) This option may be utilized by the customer in conjunction with the Company's Average Monthly Billing (AMB), which establishes the monthly bill amount for customer's

budgeting purposes during the absence.

(3) The customer can arrange to have bills coming due mailed to an alternate address, or to a third party during the absence.

(a) Third-party notification does not imply the third party will be responsible for the bill. Normal suspension of service rules will apply in the event bills are not paid.

(B) The customer must notify the Company in order to take advantage of any of these extended absence payment plans.

#### XII. AVERAGE MONTHLY BILLING

(A) Residential customers have the option of adopting the Average Monthly Billing plan (AMB) for billing purposes as opposed to the normal billing procedure.

##### (B) OPERATION OF THE AVERAGE MONTHLY BILLING

(1) Each month, under the AMB a customer's bill will be computed by averaging to the nearest dollar, the amount billed to the customers account during the last 12 months, plus or minus one-twelfth of the deferred budget balance. The average bill amount thus derived will be the payment amount for the month.

(2) Actual billings will continue to be based upon the appropriate rate schedules, riders, tax factors, and meter readings used to determine consumption. The AMB amount will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be shown on the bill as a memo item for the customer's information.

(3) The cumulative difference between actual billings and the AMB billings will be carried in a deferred budget balance that will accumulate both debits and credits and will adjust monthly.

(4) The monthly payment amount will be automatically reviewed and adjusted each month.

(5) In such instances where sufficient billing history is not available, a twelve month billing history may be estimated.

(6) Participation in the AMB will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's actual monthly billing.

##### (C) CUSTOMER QUALIFICATION FOR AVERAGE MONTHLY BILLING PLAN

(1) The AMB shall be made available to residential customers. The AMB is optional and will be available only on customer request, after an appropriate application for the AMB is completed, submitted and approved by the Company.

(2) At the time a customer chooses to participate in the AMB, his account must be current. This means that the current billings must not be past due and no unpaid balance exists.

(3) The customer may discontinue the AMB at any time by notifying the Company. The AMB will be discontinued if the customer requests a disconnect, if the customer is delinquent

30 or more days, if an account is final billed, or if the customer is turned off for non-payment as a result of past due amounts. Any outstanding balance owed to the Company at

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the time,

including the deferred balance, will be due immediately. A delayed payment plan may be available to qualifying customers. Likewise, any credit due customer shall be applied to the next

bill or refunded, as appropriate.

#### XIII. PROVISIONS FOR LANDLORDS AND TENANTS

##### (A) LANDLORD/TENANT ACCOUNT IDENTIFICATION

(1) The following procedure is used by the Company to identify landlord/tenant accounts:

(a) New service applicants are questioned during the initial application to determine if a landlord/tenant relationship exists.

(b) If Company personnel determine a landlord/tenant relationship exists, then the account will be coded accordingly.

(1) The landlord may be contacted to confirm tenant information.

(c) Company personnel may review landlord/tenant accounts periodically to verify landlord/tenant status.

(d) The Company will not be liable for any damage to persons or property resulting from the failure to properly identify a landlord/tenant account.

#### XIV. MINIMUM HEATING VALUE FOR GAS

(A) The average heating value for gas delivered to customers shall not be less than 975 Btu per cubic foot at 14.73 psia and 60 degrees Fahrenheit.

#### XV. BASE OR ABSOLUTE GAS PRESSURE

(A) The established absolute pressure base for all deliveries shall be 14.73 psia.

#### XVI. NORMAL GAUGE PRESSURE FOR GAS

(A) The normal gauge pressure for all deliveries shall be .33 pounds gauge pressure per square inch above 14.4 assumed atmospheric pressure.

#### XVII. LEAVE ON AGREEMENT

(A) Pursuant to owner/managers request and upon completion and approval of a Leave on Agreement as provided on sheet numbers 36 through 39 herein, the Company agrees to continue to sell and deliver natural gas service to owner/managers rental units identified in the Agreement and the owner/manager agrees to pay Company for all gas service and charges provided for in the Agreement, subject to the terms and conditions of the Agreement.

#### LEAVE ON AGREEMENT FOR NATURAL GAS SERVICE

This contract and agreement (hereinafter called the Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Summit Utilities Arkansas Inc., (hereinafter called Company) its successors and assigns, and \_\_\_\_\_, (hereinafter called Customer). Customer represents that it is the owner/manager of the residential or commercial property identified on

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Attachment A hereto (said property being hereinafter referred to as the rental property), and that the terms and provisions of this Agreement are intended to cover and pertain to said rental property, consisting of a total of \_\_\_\_ rental unit(s).

## Article I

Customer hereby requests that Company continue to sell and deliver natural gas service to each of the rental units identified above during any period of time subsequent to the closing of an account for service to a tenant or occupant of any of such rental units, or to the discontinuance or termination of service to any such rental units for any reason whatsoever except

the nonpayment of utility bills by either the tenant or customer, and prior to the opening of an account for service to a new tenant or occupant of such rental unit. Customer agrees to be responsible for payment of all charges for gas service provided to any and all rental units covered by this Agreement during the aforesaid period of time.

## Article II

A. Company agrees to waive the connection charge on all units identified on Attachment A, provided the gas service is transferred directly to the Customer without interruption. It is understood and agreed to by the Customer that the normal connection fee as approved by the appropriate regulatory authority will apply on units where a service interruption has occurred.

B. Customer agrees to pay Company for all gas service and charges provided for in this Agreement in accordance with all rates, tariffs, schedules and charges which have been approved

by the prevailing regulatory authority. Both parties understand that the charges provided and set forth in this Agreement may, from time to time, be revised pursuant to order of prevailing regulatory authorities. The parties agree that in the event any charge provided and set forth in this Agreement is so revised, the provisions of this Agreement will automatically be revised

in accordance therewith without further action by either party.

## Article III

A. This Agreement shall continue in full force and effect as to all rental units identified herein until terminated by either party by written notice mailed or delivered to the other party at

least thirty (30) days prior to the date on which termination of this Agreement is desired.

B. In the event the Customer desires additional rental units to be covered by this Agreement or to delete rental units covered by this Agreement from such coverage, Customer agrees to provide notice of such changes to Company in writing. It is agreed that changes in the coverage of this Agreement requested by Customer shall become effective no more than one (1) business

day after Customer's written request for such changes is received by Company.

## Article IV

It is understood and agreed that this Agreement and the gas service to be provided by Company hereunder shall be subject to all applicable rules of the prevailing regulatory authorities, and the Company's rates and policies as presently on file with those authorities, as the same may be changed in accordance with the law.

## Article V

This Agreement supersedes any previous Leave On Agreements entered into between Company and Customer with respect to the rental property or units identified herein.

## Article VI

This Agreement shall bind and benefit the successors and assigns of Company and may be assigned by Customer upon written consent of Company.

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\_\_\_\_\_ Summit Utilities Arkansas, Inc.  
 By: \_\_\_\_\_ By: \_\_\_\_\_  
 Mailing Address for Notices Required Mailing Address for Notices Required Herein: Herein:  
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 ATTACHMENT A Summit Utilities Arkansas, Inc. LEAVE ON AGREEMENT PROPERTY LISTING Customer  
 \_\_\_\_\_ Date \_\_\_\_\_  
 UNIT NUMBER PROPERTY DESCRIPTION ADDRESS CITY/TOWN STATE \_\_\_\_\_  
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SERVICE CHARGES

RRC CHARGE NO.	CHARGE ID	CHARGE AMOUNT	SERVICE PROVIDED
303944	MSC007		Service Initiation Fee (where there is an existing meter) \$48.00
303945	MSC008		Service Initiation Fee (where a meter must be installed) \$62.00
303946	MSC009		Reconnect Charge \$37.00
303947	MSC010		Collection Fee 16.00
303948	MSC011		NSF Check Charge 15.00
303949	MSC012		Special Meter Reading Charge 5.00
303950	MSC013		Meter Accuracy Test 10.00
303951	MSC014		Residential Customer Deposits * Up to the maximum amount allowed under the Commissions Rules.
303952	MSC015		After-Hours Fee 27.00** The Company may turn on service after normal daily working hours, or on weekends and holidays, in emergency situations requiring immediate initiation of service. When this service is offered, the customer will be assessed an additional charge of \$27.00. An after-hours charge shall not apply to work required through no fault of the customer.

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DESCRIPTION: Distribution Sales STATUS: A  
 EFFECTIVE DATE: 03/23/2023 ORIGINAL CONTRACT DATE: 01/10/2022 RECEIVED DATE: 03/24/2023  
 GAS CONSUMED: N AMENDMENT DATE: 09/01/2022 OPERATOR NO: 829193  
 BILLS RENDERED: Y INACTIVE DATE:

RATE SCHEDULE

SCHEDULE ID                      DESCRIPTION  
 PSIF

Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2022 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.18, based on \$1.00 per service line. It will be collected from April 1, 2022 to April 30, 2022.

SCS-1

2. SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)  
 2.1. AVAILABILITY  
 2.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Companys existing facilities. This rate schedule is available to any consumer engaging in business, professional, institutional or other non-residential activity supplied at an individually metered point of delivery for all uses of gas. Natural gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby service is not available under this rate schedule.  
 2.1.2. Gas consumption under this rate schedule is limited to 365,000 Ccf in any 12 consecutive month period. If at any time, it is anticipated, based on Companys estimate, that the customer will consume in excess of 365,000 Ccf per year in the succeeding 12 consecutive month period, the customer shall become subject to the applicable large commercial firm service rate schedule.  
 2.1.3. Company has historically allowed the volume usage of meters at business facilities under common ownership and subject to this rate schedule to be aggregated for the sole purpose of establishing eligibility for transportation as referenced in Part 3.1.3. of Rate Schedule LCS-1. Customers historically qualifying for transportation under this aggregation provision shall remain subject to the rates and charges under this rate schedule in addition to any additional specific rates, charges, or adjustment riders peculiar to the Transportation Supply Option (TSO) set out in Rate Schedule LCS-1, such as, but not limited to, administrative fees. Customers aggregating volume shall be subject to all provisions and policies governing TSO option customers as specified in LCS-1, except as provided for herein. Although no aggregation will be allowed for eligibility, the ability to aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS-1 or LCS-1 rate

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schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO. For the purpose of establishing eligibility for the TSO defined in the LCS rate schedule, customers experiencing or anticipating an average daily demand of 10 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. Customers qualifying for transportation who choose the TSO shall be subject to rates and charges under the SCS-1 rate schedule, and are additionally subject to any additional specific rates, charges or riders specific to the TSO.

2.1.4. Customers converting from transportation service to sales service will be required to contract for such sales services between the months of February through April preceding the expiration of the primary or any succeeding term of the Customers existing contract. Customers seeking to contract for sales service during the required time frame will be allowed to convert to sales service provided that the Company is able to secure firm upstream transportation capacity and other upstream pipeline services sufficient to meet the Customers needs. Any such conversion will be effective upon the expiration of the term of the Customers existing contract, unless the Company and the Customer agree otherwise.

2.1.5. Seasonal Transportation. Customer facilities experiencing more than 80% of annual load during the flow months April through October, and who experience or anticipate an average daily demand of more than 10 MMBtu per day during any consecutive 30-day period of the preceding or succeeding April through October, are eligible to transport on a seasonal basis. Customers meeting the aforementioned criteria, may elect the TSO option and choose a subsequent return to the System Supply Option (SSO) only once during the calendar year. Customers electing the TSO on a seasonal basis, pursuant to notice given prior to May 31st or thirty days prior to commencement of service, whichever is earlier, may receive transportation service for a continuous period of at least 30 days between April 1 and October 31. Customers electing the TSO option on a seasonal basis are subject to the TSO contract administration fee. Additionally, each participating location shall pay a \$300 set-up fee upon initial election and upon any subsequent return to transportation service.

2.2. RATES

2.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows: (a) Monthly Customer Charge - \$14.67. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service. (b) Distribution Rate for customers electing the SSO option: First 1,500 Ccf at \$0.17133 1,501 - 15,000 Ccf at \$0.12959 Over 15,000 Ccf at \$0.05555 Distribution Rate for customers electing the TSO option: First 150 MMBtu at \$1.68620 151 - 1,500 MMBtu at \$1.27534 Over 1,500 MMBtu at \$0.54673 (c) Gas Supply Rate - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Companys Gas Supply Rate Rider. (d) WNA Rider will be applicable only to

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volumes in excess of 78 Ccf.

2.2.2. Rates for customers historically qualifying for service under the Part 2.1.3. aggregation provision and customers qualifying for transportation under this rate schedule will be subject to thermal adjustment. Delivered volumes will be adjusted by the appropriate thermal content factor obtained from the nearest available chromatograph or sampling location (Ccf / 10) x thermal content factor = MMBtu).

2.3. MINIMUM CHARGE

2.3.1. Monthly Customer Charge -- \$14.67. The monthly customer charge shall be prorated in the months that the customer initiates and terminates gas service.

2.4. TELEMETERING

2.4.1. Telemetry is required for customers electing and qualifying for transportation service. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow at customers point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer: ( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. ( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter. ( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees. ( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. In the event customer has in place working telemetering facilities and equipment; and the customer receives system supply service; and Company determines it necessary to keep the telemeter(s) operational, Company will arrange and pay for the associated telecommunications cost while the customer receives sales service under this rate schedule.

2.4.2. If customer chooses analog telemetry, then customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to

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maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary. If customer chooses wireless telemetry, then customer shall pay Company \$10 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.

2.5. RIDERS

2.5.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule: Rider Identification on Name Description Customer Bills TA Municipal Tax Adjustment Municipal Franchise Adj WNA Weather Normalization Adjustment Weather Normalization Adj EECR Energy Efficiency Cost Recovery Rider EE Cost Rate

2.5.2. Service will be rendered under this rate schedule until service is discontinued to customer, the customer qualifies for service under the large commercial firm service rate schedule, or the schedule is superseded.

2.6. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

2.6.1. The Company's Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

GL-1

4. UNMETERED GAS LIGHT FIRM SALES SERVICE (GL-1)

4.1. AVAILABILITY

4.1.1. This rate schedule is available at points of adequate capacity and suitable pressure. This rate schedule is available to new or existing customers for unmetered

gas, to be used solely for the continuous operation of natural gas lighting fixtures. Service under this rate schedule is offered at the Company's discretion, and only when metering the lighting fixtures` consumption is not economical.

4.1.2. This rate schedule is applicable to unmetered, continuously burning, natural gas lighting. The natural gas lighting fixture must be equipped with a natural gas or

L.P. regulator approved by the Company, capable of regulating Company's main line pressure down to an appropriate pressure level. Where applicable, the natural gas lighting fixture must also be equipped with an orifice that will restrict gas flow to the appropriate cubic feet per hour input capacity rate, identified in this schedule. Customer

is responsible for all natural gas lighting fixture modifications, maintenance, and installation. Company must inspect and approve the lighting fixture, any fixture modifications, and fixture installations, before natural gas service is made available.

4.1.3. Company is responsible for providing a main line tap, cut-off valve, and up to 75 feet of service line per natural gas lighting fixture. Customer will be responsible for the

cost of service line installation beyond 75 feet. Company must inspect and approve



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the natural gas lighting fixture, any fixture modifications, and fixture installation, before natural gas service is made-available. The Ccf to be billed during a billing period shall be calculated using the following procedure: (A) Manufacturers rated input for each gas light in cubic feet per hour; multiplied by (B) the number of lights in installation; multiplied by (C) 7.3.

4.2. RATE

4.2.1. The customer shall be charged in accordance with the currently effective residential or commercial rate schedule otherwise applicable to the customer served hereunder.

4.3. MINIMUM CHARGE

4.3.1. The minimum charge rate shall be computed in accordance with the currently effective residential or commercial rate schedule otherwise applicable to the customer served hereunder.

4.4. RIDERS

4.4.1. The applicability of riders shall be in accordance with the currently effective residential or commercial rate schedule otherwise applicable to the customer served hereunder, except for the WNA Rider, which shall not apply, as gas light usage is not affected by weather.

4.4.2. Service will be rendered under this rate schedule until service is discontinued to customer or until the schedule is superseded.

4.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

4.5.1. The Company`s Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

**GSR**

1. GAS SUPPLY RATE (GSR)

1.1. GAS SUPPLY RATE (GSR) APPLICABILITY AND REQUIREMENTS The charges for gas sales service contained in Companys total billing to sales customers shall include the cost of gas sold as identified in this Rider. For purposes of this Rider the cost of gas sold shall include the sum of all gas purchased for Companys customers, upstream transportation charges, storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments used by Company to stabilize prices.

1.2. DEFINITIONS

1.2.1. Cost of Gas Sold - For purposes of this clause the cost of gas sold during a month shall be the sum of all gas purchased for the customers, transportation and storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, and any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments to stabilize gas prices.

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1.2.2. Lost and Unaccounted for Gas (LUFG) ` For purposes of this clause LUFG will be the portion of the Cost of Gas Sold that is not delivered to sales or transportation customers. LUFG is calculated as purchase volumes less sales volumes. More specifically it will contain Shrinkage, Company Used gas, and Remaining LUFG (RLUFG). Shrinkage is calculated by rate classification at the time of billing and represents a calculation of gas delivered but not measured to customers due to known departures from the Ideal Gas Laws. Company Used Gas is gas measured directly to Company facilities, and RLUFG is total LUFG less Shrinkage and Company Used Gas. Company shall not be allowed to recover LUFG in excess of 5%, computed on an annual basis.

1.2.3. Fixed Transportation Charges - Charges incurred for transporting gas to Companys system that do not vary with the volume of gas being transported, including, for example, pipeline Firm Transportation (FT) and No Notice Transportation (NNT) demand and/or reservation fees.

1.2.4. Fixed Storage Charges - Charges incurred for storing gas that do not vary with the volume of gas injected into or withdrawn from storage, including, for example, Firm Storage Service (FSS) demand and/or reservation fees.

1.2.5. Fixed Gas Supply Charges - Charges incurred for the acquisition of gas supply that do not vary with the volume of gas purchased, including, for example, supply demand and/or reservation fees.

## 1.3. GSR FILINGS

1.3.1. Scheduled GSR Filings: Company shall make two Scheduled GSR Filings each year: a Winter Season GSR and a Summer Season GSR. The Winter Season GSR shall be effective for billings rendered to customers during the months of November through the following March. The Summer Season GSR shall be effective for bills rendered to customers during the months of April through the following October. The Winter Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirement for the period between the effective date of filing and the next Summer Season GSR; and, (2) all of the annual actual cost (true-up or secondary adjustment factor) adjustments and any refund factor adjustments relating to or arising during the immediately preceding 12 months ending August each year. The Summer Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirements for the period between the effective date of the Summer Season GSR and the effective date of its next Winter Season GSR; and, (2) maintaining all of the actual cost of gas adjustment (annual true-up or secondary adjustment) and any refund adjustments.

1.3.2. Unscheduled GSR Filings: Should a projected under or over recovery balance arise during any seasonal GSR period which exceeds ten percent (10%) of the projected annual gas cost per the most recent scheduled GSR filing, then the Company may propose an Unscheduled GSR filing. If an Unscheduled GSR Filing i s made, that filing: (1) must contain rates reflecting the then current estimate of the gas cost revenue requirement for the period from the effective date of such filing

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to the next scheduled filing, and (2) must maintain all of the actual cost of gas adjustment (annual true-up or secondary adjustment factors) and any refund adjustment factors. The Unscheduled GSR Factor shall remain in effect only until the next scheduled GSR Filing.

1.3.3. Scheduled and any Unscheduled GSR filings shall be filed with the Commission by the last business day of the month immediately preceding the month the proposed new GSR factor will be implemented.

1.4. ALLOCATION OF COSTS

1.4.1. Calculation of Demand Cost Component: Calculating demand costs - The demand gas cost revenue requirement component shall be the annual total of the gas costs that do not vary with the actual consumption, such as fixed transportation and storage costs, fixed gas supply charges, and fixed financial charges associated with financial instruments purchased to stabilize prices. Calculating demand cost allocation- The demand cost component of each season's filing shall be calculated by multiplying the total annual projected demand costs by the appropriate allocation factors for those demand costs for the respective RS-1, and the non- TSO SCS customers (defined as the factor representing the peak day demand for the non-TSO SCS-1, non-TSO SCS-2, and non-TSO SCS-3 customers), and LCS customers.

1.4.2. Calculation of Commodity Cost Component: Calculating commodity costs by season - The commodity gas cost revenue requirement component of each season's GSR shall be the sum of all gas cost purchased for sales customers other than demand costs or LUFG costs, such as variable transportation costs, gas supply commodity costs, and the transaction costs associated with the use of futures contracts and options and other prudently incurred costs associated with various financial instruments purchased by Company to stabilize gas supply rates. The commodity gas costs shall include the commodity cost of storage withdrawals and injections. Company will utilize any technique or method it deems reasonable for purposes of estimating the commodity cost component of each seasonal filing. Seasonal commodity cost allocation - the seasonal commodity costs assigned to RS-1 and non-TSO SCS and LCS customers will be determined by multiplying the Seasonal Commodity Cost by the ratio of estimated sales volumes for the respective classes in that season. For purposes of Commodity allocation and the establishment of Commodity rates, the SCS-1, SCS-2, and SCS-3 classes will be combined and considered as one class.

1.4.3. LUFG Allocation: For purposes of LUFG allocation, and the establishment of LUFG rates, the SCS-1, SCS-2, and SCS-3 classes will be combined and considered as one class. For purposes of calculating the allocation percentages only, LUFG-in-Kind will be added to LUFG and will be known as True LUFG. True LUFG will be allocated to the respective rate classes based on the factors established below for each of the components of LUFG: Shrinkage ` for each rate class (including regular sales and TSO customers) shall be determined based on cost causation. Company Used Gas ` shall be

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determined by the direct measurement of the gas consumed by Company facilities, and allocated to each rate class (including regular sales and TSO customers) based on the ratio of the number of customers in each class and the total for such classes. Remaining LUFG (RLUFG) shall be defined as the difference between (a) total True LUFG; and (b) the sum of Shrinkage and Company Used Gas established above. It shall be allocated to the respective customer classes as follows: 55% based on the volumes for the most recent twelve-month-ending August period of the rate classes (including regular sales and TSO customers). 35% based on the demand components for the rate classes (including regular sales and TSO customers). 10% based on the annualized number of customers of the rate classes (including regular sales and TSO customers) as of the most recent twelve-month-ending August period. The sum of the allocated LUFG volumes for the three LUFG components will be used to develop an allocation percentage by class to be applied to the LUFG cost.

1.5. RATE CALCULATION RS-1 Customers - The GSR for Residential customers will be a per Ccf rate that is determined by summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the residential class and adding that result to the per Ccf rate determined by dividing the allocated annual costs in Part 1.4.1. by the estimated annual sales volumes. SCS and LCS Customers - The commodity portion of the rate for non-TSO customers will be determined by respectively summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the respective classes. SCS-1, SCS-2, and SCS-3 customers will be combined and considered as one class for purposes of determining the commodity portion of the rate. While the calculation will be made in Ccf, it will be appropriately translated to MMBtu as needed. The demand portion of the rate for LCS non-TSO customers will be charged to the customers based on their assigned CDs in MMBtu. The rate will be determined by dividing the respective classes allocated costs in Part 1.4.1. above by their respective annualized CDs. Since the demand charges are part of an overall non-specific set of upstream contracts, the support for their allocations will be provided in the schedules supporting the filing. Allocation and Demand Rate Calculation for SCS-1, SCS-2, and SCS-3 Customers - The costs allocated to the combined SCS-1, SCS-2, and SCS-3 customer classes will be based on the allocation of costs as described in paragraph 1.4.1. The demand portion of the rate for the non-TSO SCS-1 customers and the non-TSO SCS-2 customers (during the November-March period) will be determined by dividing the costs attributable to the SCS customer class reduced by the anticipated demand revenue paid by SCS-2 class in the summer period (April - October) and further reduced by the demand revenue paid by the SCS-3 class for the entire year (September - August), by the sum of the projected annualized SCS-1 volumes and the projected SCS-2 winter volumes (November-March). The demand portion of the rate for the non-TSO SCS-2 customer class in the summer period (April - October) will be \$0.01984 per Ccf. The

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demand portion of the rate for the non-TSO SCS-3 customer class will be \$0.04310 per Ccf for the entire period (November ` October).

1.6. SPECIAL PROVISION REGARDING TSO CUSTOMERS LUFG costs - Customers under the TSO option may provide LUFG-in-Kind gas volumes. The LUFG-in-Kind (volumetric delivery requirement) for

each customers account will be determined based on the most recent twelve-month ended August period and expressed as a percentage of the gas delivered for the customers account at the customers

point of consumption. The percentage will be determined by dividing the allocated volumes of total LUFG in the respective class (SCS or LCS) by the total estimated sales volumes in their respective class. Assignment of Surcharges to TSO Customers - In the event an LCS-1, SCS-1, or SCS-3 customer changes its supply service election at the end of the contract term from the system supply option (SSO), the amount of the deferred gas cost account attributable to that customer shall be charged or distributed to that customer, whichever is applicable. The charging to or distribution of the deferred gas cost account attributable to that customer shall be removed or added to the deferred gas cost account of the applicable rate schedule.

1.7 DEFERRED PURCHASED GAS COST ACCOUNTS Company shall establish and maintain a Deferred Gas Cost Account(s) in which shall be recorded any over or under recovery resulting from the

operation of the GSR procedure. Such over or under recovery by class shall be determined monthly by comparison of the actual Cost of Gas Sold as defined above for each cost month to the gas cost

revenue recovery for the same revenue month as the cost month. The accumulated balance of over or under recovered gas costs, plus the carrying charge described below, shall be used to determine the

surcharge. The surcharge shall be computed annually by dividing each class cumulative balance over recoveries or under recoveries as of the end of each August by the respective class estimated volumes

of sales for the projected twelve-month period. The surcharge shall be filed annually and will be included with the Scheduled Winter Season GSR Filing and shall be rounded to the nearest \$0.0001 per Ccf.

The surcharge shall remain in effect until the earlier of: (1) superseded by a subsequent surcharge calculated according to this provision or, (2) the beginning of the second revenue month following the month

in which the full recovery or refund is accomplished if such full recovery or refund is accomplished prior to the end of the established recovery period. A carrying charge shall be included in the monthly under

or over recovery balance resulting from the monthly comparison of the actual Cost of Gas Sold to the revenue recovery resulting from the application of the prescribed GSR, and a carrying charge shall be

included in the monthly under or over recovery balance applicable to the surcharge. The monthly carrying charge shall be determined by multiplying the average of the beginning and ending month balance

of under or over recovery for the cost month times the rate of interest applicable to customer deposits.

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1.8. DEMAND ALLOCATION It is recognized that over time as customer classifications change or demand levels change, the accuracy of the originally approved demand factors may deteriorate. Company can request a change in the allocation procedures with a minimum three month lead time prior to the filing date for the seasonal filings. Changes under this provision are limited to changes required to restore the accuracy of the originally approved demand factors and shall be not be used by either Company or the applicable regulator to implement changes in allocation methodologies that would normally require a general rate application.

1.9. REFUND PROVISION If an increase in the cost of gas paid or payable to Company shall be reduced by the final order of a duly constituted regulatory body or the final decree of a court, if appealed thereto, and such increase shall have been reflected in Companys rate to the extent and in the manner specified in this GSR, Company shall report to the Commission the receipt of any refunds resulting from such final order or decree. Thereupon, Company shall submit for the Commissions approval a plan to make equitable disposition of such refund monies to the extent such monies represent increased charges paid by its customers as result of this GSR; provided, however, that if the amount to be refunded to customers hereunder with respect to a particular refund received does not amount to more than one-tenth cent per Ccf, then Company will apply that refund as a credit in its cost of gas computations hereunder for the month in which it receives the refund from its supplier. Nothing in this clause shall be construed to require refunds or a reduction of Companys rate as a result of such an order reducing the cost of gas where the original increase in the cost of gas has not been reflected in Companys billings for its sales to customers under this rate schedule.

1.10. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service ` Off-Peak (SCS-2) Small Commercial Firm Sales Service` NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

TA

3. MUNICIPAL TAX ADJUSTMENT CLAUSE (TA)

3.1. The Company will pass on Municipal Taxes to Local Customers by adding to each monthly bill rendered a Local Customer as a separate line item identified as Municipal Franchise Adj, an amount calculated on an equal-per-meter basis determined in accordance with the following:

3.1.1. As used herein, the term City Tax, or Municipal Tax, refers to any and all privilege, occupation, franchise meter, gross receipts or other tax or assessment of whatever kind and by whatever name (except ad valorem taxes) now and at any time hereafter levied on, the Company by any Municipality.

3.1.2. Municipality refers to the local taxing authority imposing the Municipal Tax, whether city, town, village, unincorporated association, district, county or other authority authorized to impose same under present or future law.

3.1.3. Local Customers refers to any and all residential and general service customers in Texas that are within the geographical boundaries or taxing authority

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of the Municipality; provided, that if a particular tax ordinance or other act imposing the Municipal Tax includes in its taxing impact any service locations that would otherwise not be considered a Local Customer hereunder, then such service will be included in the term Local Customer.

3.2. Notwithstanding the above, if a particular tax ordinance or other act imposing the Municipal Tax specifies a method of payment of collection other than on an equal-per-meter basis, then the method so specified shall be utilized provided such method results in the collection of taxes from Local Customers equal to the taxes levied on the Company

3.3. The Company, upon receipt of a certified copy of the approved municipal ordinance will initiate the pass-on of any increase or decrease in taxes subject to this clause beginning with the billing cycle immediately following receipt of the ordinance, and upon the availability of customer billing data necessary to initiate or to revise the calculation of the pass-on.

3.4. If at any time there is a significant change in any of the above determining factors which will cause an unreasonable over or under collection of Municipal Taxes, the Company will adjust the amount collected so that such over or under collection will be minimized.

3.5. APPLICABLE RATE SCHEDULES: Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service Off-Peak (SCS-2) Small Commercial Firm Sales Service`NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

**WNA**

WEATHER NORMALIZATION ADJUSTMENT (WNA)

4.1. For bills rendered from November 1 through April 30 each year, the applicable margin rates for gas service to customers served under the applicable rate schedules shall be adjusted by a Weather Normalization Adjustment (WNA) to reflect much of the impact of heating degree day variations from normal levels which were used to set rates under the applicable rate schedules.

4.2. In order to calculate the total weather adjustment for the applicable billing cycle, a weather deviation is computed and multiplied by the applicable margin rate. A per Ccf WNA adjustment is calculated by dividing the total weather adjustment by the average Ccf usage per customer for all customers in each billing cycle, using the formula described below. The per Ccf adjustment for each applicable rate schedule is applied to customer`s usage for the billing cycle. The WNA shall be separately identified on customer bills.

4.3. CALCULATION OF WEATHER NORMALIZATION ADJUSTMENT

4.3.1. The WNA is calculated as follows:  $WNA_i = R_i(DDFi (NDD - ADD)) AAU_i$  Where:  $i$  = Any particular rate classification to which the WNA is to be applied. WNA = Weather Normalization Dollar

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Adjustment per Ccf R = Applicable Margin Rate DDF = Degree Day Factor associated with the applicable rate schedule: Residential Service (RS-1) .1536 Small Commercial Sales (SCS-1) (SSO) .5921 NDD = Normal Degree Days during the billing cycle ADD = Actual Degree Days during the billing cycle AAU = Average Actual Usage per customer for each billing cycle

4.4. DEFINITIONS

4.4.1. Normal Degree-days: The heating degree-days, which are based on a 30- year average ending June 30, 2015 as are shown on Attachment 1.

4.4.2. Actual Degree Days: The actual heating degree days as published by Weather Services Corporation, or any other nationally recognized third party weather service.

4.4.3. Applicable Margin Rate:

4.4.3.1. The Residential Service (RS-1). The RS-1 WNA marginal rate will use the marginal rate of the residential volumes that are in excess of 15 Ccf. The resulting WNA price will be applicable only to volumes in excess of 15 Ccf.

4.4.3.2. The Small Commercial Sales Service (SCS-1) System Supply Option (SSO). The SCS-1 WNA marginal rate will use a weighted average marginal rate of the November - April SCS-1 SSO

volumes that are in excess of 78 Ccf. The mechanics will be to use the monthly bill frequencies to determine the volume in the 79-1,500 Ccf range, the volume in the 1,501-15,000 Ccf range, and the volume above the 15,000 Ccf range. The weighted average margin will be determined by applying the first block margin rate to the 79-1,500 Ccf volumes, the second block margin rate to the volumes in the 1,501-15,000 range, and the third block margin rate to the volumes in the range above 15,000 Ccf, summing those totals and dividing the results by the total volumes in those ranges. The resulting WNA price will only apply to volumes in excess of 78 Ccf.

4.5. APPLICABLE RATE SCHEDULES

Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) System Supply Option (SSO) ATTACHMENT NO. 1 TO WNA TARIFF DAILY NORMAL HDDS FOR WNA BILLING

FOR THE THIRTY YEAR PERIOD ENDED JUNE 30, 2015

Date HDD Date HDD Date HDD Date HDD Date HDD Date HDD Date HDD Date HDD Date HDD  
Date HDD Date HDD Date HDD 1-Jan 23 1-Feb 21 1-Mar 16 1-Apr 7 1-May 2 1-Jun 0 1-Jul  
0 1-Aug 0 1-Sep 0 1-Oct 1 1-Nov 8 1-Dec 17 2-Jan 23 2-Feb 21 2-Mar 16 2-Apr 7 2-May  
2 2-Jun 0 2-Jul 0 2-Aug 0 2-Sep 0 2-Oct 1 2-Nov 8 2-Dec 18 3-Jan 23 3-Feb 21 3-Mar  
16 3-Apr 7 3-May 2 3-Jun 0 3-Jul 0 3-Aug 0 3-Sep 0 3-Oct 2 3-Nov 8 3-Dec 18 4-Jan  
23 4-Feb 21 4-Mar 15 4-Apr 7 4-May 2 4-Jun 0 4-Jul 0 4-Aug 0 4-Sep 0 4-Oct 2 4-Nov  
9 4-Dec 19 5-Jan 23 5-Feb 21 5-Mar 15 5-Apr 6 5-May 1 5-Jun 0 5-Jul 0 5-Aug 0 5-Sep  
0 5-Oct 2 5-Nov 9 5-Dec 19 6-Jan 23 6-Feb 21 6-Mar 14 6-Apr 6 6-May 1 6-Jun 0 6-Jul  
0 6-Aug 0 6-Sep 0 6-Oct 2 6-Nov 9 6-Dec 19 7-Jan 23 7-Feb 21 7-Mar 14 7-Apr 6 7-May  
1 7-Jun 0 7-Jul 0 7-Aug 0 7-Sep 0 7-Oct 2 7-Nov 10 7-Dec 20 8-Jan 23 8-Feb 21 8-Mar  
14 8-Apr 6 8-May 8-Jun 0 8-Jul 0 8-Aug 0 8-Sep 0 8-Oct 2 8-Nov 10 8-Dec 20 9-Jan 23  
9-Feb 21 9-Mar 13 9-Apr 6 9-May 1 9-Jun 0 9-Jul 0 9-Aug 0 9-Sep 0 9-Oct 2 9-Nov 10



GAS SERVICES DIVISION

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RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DS RRC TARIFF NO: 35940

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DESCRIPTION

9-Dec 20 10-Jan 23 10-Feb 20 10-Mar 13 10-Apr 5 10-May 1 10-Jun 0 10-Jul 0 10-Aug 0 10-Sep 0 10-Oct 3 10-Nov 11 10-Dec 20 11-Jan 23 11-Feb 20 11-Mar 13 11-Apr 5 11-May 1 11-Jun 0 11-Jul 0 11-Aug 0 11-Sep 0 11-Oct 3 11-Nov 11 11-Dec 21 12-Jan 23 12-Feb 20 12-Mar 12 12-Apr 5 12-May 1 12-Jun 0 12-Jul 0 12-Aug 0 12-Sep 0 12-Oct 3 12-Nov 11 12-Dec 21 13-Jan 23 13-Feb 20 13-Mar 12 13-Apr 5 13-May 1 13-Jun 0 13-Jul 0 13-Aug 0 13-Sep 0 13-Oct 3 13-Nov 11 13-Dec 21 14-Jan 23 14-Feb 20 14-Mar 12 14-Apr 4 14-May 1 14-Jun 0 14-Jul 0 14-Aug 0 14-Sep 0 14-Oct 3 14-Nov 12 14-Dec 21 15-Jan 23 15-Feb 19 15-Mar 11 15-Apr 4 15-May 1 15-Jun 0 15-Jul 0 15-Aug 0 15-Sep 0 15-Oct 3 15-Nov 12 15-Dec 22 16-Jan 23 16-Feb 19 16-Mar 11 16-Apr 4 16-May 1 16-Jun 0 16-Jul 0 16-Aug 0 16-Sep 0 16-Oct 4 16-Nov 12 16-Dec 22 17-Jan 23 17-Feb 19 17-Mar 11 17-Apr 4 17-May 1 17-Jun 0 17-Jul 0 17-Aug 0 17-Sep 0 17-Oct 4 17-Nov 13 17-Dec 22 18-Jan 23 18-Feb 19 18-Mar 11 18-Apr 3 18-May 0 18-Jun 0 18-Jul 0 18-Aug 0 18-Sep 0 18-Oct 4 18-Nov 13 18-Dec 22 19-Jan 22 19-Feb 18 19-Mar 10 19-Apr 3 19-May 0 19-Jun 0 19-Jul 0 19-Aug 0 19-Sep 0 19-Oct 4 19-Nov 13 19-Dec 23 20-Jan 22 20-Feb 18 20-Mar 10 20-Apr 3 20-May 0 20-Jun 0 20-Jul 0 20-Aug 0 20-Sep 0 20-Oct 5 20-Nov 14 20-Dec 23 21-Jan 22 21-Feb 18 21-Mar 10 21-Apr 3 21-May 0 21-Jun 0 21-Jul 0 21-Aug 0 21-Sep 0 21-Oct 5 21-Nov 14 21-Dec 23 22-Jan 22 22-Feb 18 22-Mar 10 22-Apr 3 22-May 0 22-Jun 0 22-Jul 0 22-Aug 0 22-Sep 0 22-Oct 5 22-Nov 14 22-Dec 23 23-Jan 22 23-Feb 18 23-Mar 10 23-Apr 3 23-May 0 23-Jun 0 23-Jul 0 23-Aug 0 23-Sep 0 23-Oct 5 23-Nov 14 23-Dec 23 24-Jan 22 24-Feb 17 24-Mar 9 24-Apr 2 24-May 0 24-Jun 0 24-Jul 0 24-Aug 0 24-Sep 0 24-Oct 5 24-Nov 15 24-Dec 23 25-Jan 22 25-Feb 17 25-Mar 9 25-Apr 2 25-May 0 25-Jun 0 25-Jul 0 25-Aug 0 25-Sep 1 25-Oct 6 25-Nov 15 25-Dec 24 26-Jan 22 26-Feb 17 26-Mar 9 26-Apr 2 26-May 0 26-Jun 0 26-Jul 0 26-Aug 0 26-Sep 1 26-Oct 6 26-Nov 16 26-Dec 24 27-Jan 22 27-Feb 17 27-Mar 9 27-Apr 2 27-May 0 27-Jun 0 27-Jul 0 27-Aug 0 27-Sep 1 27-Oct 6 27-Nov 16 27-Dec 24 28-Jan 21 28-Feb 17 28-Mar 9 28-Apr 2 28-May 0 28-Jun 0 28-Jul 0 28-Aug 0 28-Sep 1 28-Oct 7 28-Nov 16 28-Dec 24 29-Jan 21 29-Feb 17 29-Mar 8 29-Apr 2 29-May 0 29-Jun 0 29-Jul 0 29-Aug 0 29-Sep 1 29-Oct 7 29-Nov 17 29-Dec 24 30-Jan 21 30-Mar 8 30-Apr 2 30-May 0 30-Jun 0 30-Jul 0 30-Aug 0 30-Sep 1 30-Oct 7 30-Nov 17 30-Dec 24 31-Jan 21 31-Mar 8 31-May 0 31-Jul 0 31-Aug 0 31-Oct 7 31-Dec 24 Normal year 696 540 358 126 21 0 0 0 6 121 368 668 Leap year 557 685

EECR

5. ENERGY EFFICIENCY COST RECOVERY RIDER (EECR)
5.1. The Energy Efficiency Cost Recovery Rider (EECR) shall be the amount charged to Summit Utilities Arkansas customers residing or located in Texarkana, Arkansas under Arkansas tariff Rider Schedule No. 5 Energy Efficiency Cost Recovery Rider (EECR).
5.2. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service`Off-Peak (SCS-2) Small Commercial Firm Sales Service`NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

CRR23

Summit Utilities Arkansas, Inc.
Customer Rate Relief Rate Schedule

Applicable to all Sales Customers for the purpose of collecting and remitting

GAS SERVICES DIVISION  
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**RATE SCHEDULE**

SCHEDULE ID

DESCRIPTION

customer rate relief charges as authorized by the Railroad Commission of Texas in accordance with Chapter 104, Subchapter I of the Texas Utilities Code and the Commission Financing Order issued in Docket No. OS-21-00007061.

(A) Abbreviations and Definitions

(1) Authority--The Texas Public Finance Authority, together with any successor to its duties and functions.

(2) Bonds or Customer Rate Relief (CRR) Bonds--The Texas Natural Gas Securitization Finance Corporation Customer Rate Relief Bonds, Series 2023 and any additional or different designation or title by which each series of Bonds shall be known as determined by the Issuer Entity.

(3) Ccf and Mcf - For Ccf, one hundred (100) standard cubic feet of gas, where one (1) standard cubic foot of gas is the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen point sixty-five (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit; and, for Mcf, 1,000 standard cubic feet of gas.

(4) Central Servicer--The entity engaged in accordance with the terms of the Financing Order to, amongst other things, engage the Participating Gas Utilities as collection agents for the purposes of facilitating collection and remittance of CRR Charges by Participating Gas Utilities, and perform the other services required of it under the Servicing Agreement (as defined in the Financing Order).

(5) Commission--The Railroad Commission of Texas, including its staff or delegate.

(6) CRR Charge True-Up Adjustment - A True-Up Adjustment (as defined in the Financing Order).

(7) CRR Charge True-Up Charge Adjustment Letter - A true-up adjustment letter substantially in the form of Exhibit 3 to the Financing Order.

(8) CRR Scheduled Adjustment Date January 1 and July 1 of each applicable year, provided that the CRR Scheduled Adjustment Date and any other deadlines or target dates related thereto, shall be subject to modification prior to the date of the Bonds so as to reflect the terms of the Servicing Agreement.

(9) Customer Rate Relief (CRR) Charge - A nonbypassable charge as defined in Tex. Util. Code 104.362(7).

(10) Financing Order - The order adopted under Tex. Util. Code 104.366 approving the issuance of CRR Bonds and the creation of Customer Rate Relief Property and associated CRR Charges for the recovery of regulatory assets, including extraordinary costs, related financing costs, and other costs authorized by the Financing Order.

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(11) Gas Utility - Summit Utilities Arkansas, Inc. and its successors and assignees, an operator of natural gas distribution pipelines that delivers and sells natural gas to the public and that is subject to the Commission's jurisdiction under Tex. Util. Code 102.001, or an operator that transmits, transports, delivers, or sells natural gas or synthetic natural gas to operators of natural gas distribution pipelines and whose rates for those services are established by the Commission in a rate proceeding filed under Chapter 104 of the Utilities Code, within the service area. (12) Irrevocable - The Financing Order, together with the Customer Rate Relief Property as defined by Tex. Util. Code 104.362(8) and the CRR Charges authorized by the Financing Order, are irrevocable and not subject to reduction, impairment, or adjustment by further action of the Commission, except in connection with true-ups authorized by the Financing Order.

(13) Issuer Entity - Texas Natural Gas Securitization Finance Corporation, a Texas nonprofit public corporation established by the Authority, or any successor created pursuant to Tex. Govt Code 1232.1072.

(14) Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and any Participating Gas Utility or Successor Utility (as defined in the Financing Order) each of whose Normalized Sales Volumes exceed 2.0% of the total aggregate Normalized Sales Volumes among all Participating Gas Utilities. Any calculation performed in connection with the preceding sentence shall be made on the basis of the most recently reported Normalized Sales Volumes and such calculation shall be performed by the Central Servicer annually no later than one (1) month after Normalized Sales Volumes are reported as regularly scheduled under Paragraph H hereof; provided that the Commission and/or Central Servicer may perform such calculation without any limitation in order to give effect to any merger, acquisition, disposition, divestiture, spin-off or other transaction that would impact a Participating Gas Utility's share of the total aggregate Normalized Sales Volumes. The Commission or the Central Servicer shall promptly thereafter provide written notice to a Participating Gas Utility that subsequently becomes a Large Participating Gas Utility, which change shall take effective beginning on January 1 of the following calendar year.

(15) Nonbypassable - CRR Charges must be paid by all existing or future customers receiving service from a Participating Gas Utility or such gas utility's successors or assigns.

(16) Normalized Sales Volumes -

(a) For Large Participating Gas Utilities: All natural gas volumes projected to be billed for the upcoming twelve (12) month period in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. For

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the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated to calculate the CRR Charges.

(b) For other Participating Gas Utilities: All natural gas volumes billed in the preceding calendar year in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs and normalized according to the methodology utilized in each Participating Gas Utility's application filed in Docket No. OS-21-00007061, Consolidated Applications For Customer Rate Relief and Related Regulatory Asset Determinations In Connection With The February 2021 Winter Storm. For the avoidance of doubt, only 'the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated in order to calculate the CRR Charges.

(17) Participating Gas Utilities - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; Rockin M Gas LLC d/b/a Bluebonnet Natural Gas LLC; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; SiEnergy, LP; Summit Utilities Arkansas, Inc., Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and Universal Natural Gas, LLC d/b/a Universal Natural Gas, Inc. or any Successor Utility (as defined in the Financing Order).

(18) Sales Customer(s) - All active customers taking service under a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs.

(B) APPLICABILITY

This rate schedule sets out the rate, terms and conditions under which the CRR Charge shall be billed and collected by Summit Utilities Arkansas, Inc. Rider Schedule No. 1 Part II, Incorporated and Unincorporated areas of Texarkana, Nash, Redwater, and Wake Village, respectively under the terms of the Financing Order. Each individual Sales Customer is responsible for paying the CRR Charge billed to it in accordance with the terms of this rate schedule. Payment is to be made by an individual Sales Customer to the Participating Gas Utility of which it is a customer. The Participating Gas Utility is obligated to apply amounts collected from customers to pay any outstanding CRR Charges prior to applying such amounts for any other purpose. The Participating Gas Utility, as collection agent, shall remit collections of the CRR Charges to the Indenture Trustee in accordance with the terms of the Financing Order and any servicing or other similar agreement that is contemplated by the Financing Order.

(C) TERM--This rate schedule shall remain in effect until the CRR Charges have been collected and remitted to the Indenture Trustee in an amount sufficient to satisfy all obligations in regard to paying principal and interest on the CRR Bonds together with all other financing costs, bond administrative expenses and other

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costs as provided in the Financing Order. This rate schedule and the CRR Charge are irrevocable and Nonbypassable.

(D) SALES CUSTOMERS--For the purposes of billing the CRR Charges, all Sales Customers of the Participating Gas Utility's in the Incorporated and Unincorporated areas of the cities of Texarkana, Wake Village, Nash and Redwater shall be assessed the uniform volumetric charge identified below.

(E) CRR CHARGE--The CRR Charge will be a monthly volumetric rate of

- \$0.00/Ccf @14.65
- \$0.00/Ccf @14.73
- \$ 0.00/Ccf @14.95

The CRR Charge is calculated in accordance with and subject to the provisions set forth in the Financing Order and will be adjusted at least annually based upon the CRR Charge true-up adjustment procedure. The CRR Charge shall be included in the Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. Participating Gas Utilities may reflect the CRR Charge according to the delivery pressures defined in Participating Gas Utilities' applicable tariffs. Such delivery pressure specific charges shall be equivalent to the CRR Charge as determined below at 14.65 per square inch, as defined above.

(F) Determination of Customer Rate Relief Charge--The CRR Charge will be adjusted no less frequently than annually, in accordance with the terms of the Servicing Agreement (as defined in the Financing Order), to ensure that the expected collection of CRR Charges is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the CRR Bonds and together with all other financing costs, bond administrative expenses and other costs, as provided in the Financing Order, on a timely basis. The CRR Charge shall be computed according to the formula described below.

Step 1: Determination of Normalized Sales Volumes:

- (A) Total Large Participating Gas Utility Normalized Sales Volumes (Mcf)
- (B) Assumed % of uncollectible sales
- (C) Total Normalized Sales Volumes Billed and Collected: (A\*(1 - B))

For the avoidance of doubt, Normalized Sales Volumes are assumed to be calculated without giving effect to volumes anticipated from Participating Gas Utilities making up less than two percent (2.0%) of the total Normalized Sales Volumes of all Participating Gas Utilities.

Step 2: Determination of CRR Charge

- (D) Total CRR Charge Rate Revenue Requirement for Applicable Period

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(E) CRR Charge per Normalized Sales Volumes (Mcf):(D / C)  
 Thereof: CRR Charge for Sales Customers

(G) CRR CHARGE TRUE-UP

Changes to the CRR Charge will be effected through the filing of CRR Charge True-Up Adjustment Letters by the Central Servicer to the Commission as authorized by the Financing Order and in accordance with the Servicing Agreement. Not less than fifteen (15) days prior to each CRR Scheduled Adjustment Date and more frequently as required by the Central Servicer, the Central Servicer will submit the CRR Charge True-Up Adjustment Letter in the form of Exhibit 3 to the Financing Order to ensure that CRR Charge collections are sufficient to make all scheduled payments of CRR Bond principal and interest and meet other Ongoing Financing Costs (as defined in the Financing Order) on a timely basis during the payment period.

In addition to the foregoing, the Central Servicer shall be authorized to file CRR Charge True-Up Adjustment Letters with the Commission that adjust the CRR Charge more frequently (but not more often than quarterly) as required under the provisions of the Servicing Agreement (as defined in the Financing Order).

(H) CRR CHARGE TRUE-UP PROCEDURE

Summit Utilities Arkansas, Inc. shall annually file with the Commission and the Central Servicer by June 1 of each year its Normalized Sales Volumes; each Large Participating Gas Utility shall include projected volumes for each of the future twelve (12) months beginning July 1, and each other Participating Gas Utility shall include its Normalized Sales Volumes for the prior calendar year. Such filing and/or reporting may be more frequent to the extent required under the Servicing Agreement and applicable Collection and Reporting Arrangements. If Summit Utilities Arkansas, Inc. is a Large Participating Gas Utility, the Participating Gas Utility shall, upon the request of the Central Servicer, provide the Commission and the Central Servicer updated Normalized Sales Volumes for the succeeding twelve (12) month period no later than the fifteenth (15th) day following such request to allow the Central Servicer to make Interim True-Up Adjustments. Each Participating Gas Utility shall have the right to provide the foregoing information to the Central Servicer on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). The Central Servicer shall submit to the Commission and the Participating Gas Utilities, not less than fifteen (15) days prior to the CRR Scheduled Adjustment Date, a CRR Charge True-Up Adjustment Letter applying the CRR Charge True-Up Adjustment based on Normalized Sales Volumes and other mathematical factors and requesting administrative approval from the Commission as provided for in the Servicing Agreement. The Commission's review and approval of the True-Up Adjustment Letter shall be as set forth in the Servicing Agreement (it being understood such review is limited to determining if any mathematical or clerical errors are present in the application of the CRR Charge True-Up Adjustment relating to the appropriate amount of any over-collection or

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under-collection of CRR Charges and the amount of an adjustment).

If any CRR Charge True-Up Adjustment that is an Interim True-Up Adjustment is necessary, (i) the Central Servicer may request and the Large Participating Gas Utilities shall provide revised Normalized Sales Volumes for each of the immediately succeeding twelve (12) months and related data and (ii) within fifteen (15) days of receipt of such data, the Central Servicer shall file a revision to the CRR Rate Schedule in a True-Up Charge Adjustment Letter setting forth the adjusted CRR Charge to be effective for the upcoming period, in accordance with the Servicing Agreement. Summit Utilities Arkansas, Inc. shall have the right to provide such information on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). A CRR Charge resulting from a true-up adjustment will become effective on the first (1st) billing cycle that is not less than fifteen (15) days following the making of the CRR Charge True-Up Adjustment filing.

(I) TAXABILITY

The receipt of CRR Charges by a Participating Gas Utility is exempt from state and local sales and use taxes and utility gross receipts taxes and assessments and is excluded from revenue for purposes of franchise tax under Tex. Tax Code 171.1011.

**RATE ADJUSTMENT PROVISIONS**

None

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CUSTOMERS				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42388	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42390	N	Ccf	\$.5772	09/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.5772	09/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.5772	09/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.5772	09/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42388	N	Ccf	\$.5772	10/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			



RAILROAD COMMISSION OF TEXAS  
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**TARIFF CODE: DS RRC TARIFF NO: 35940**

<b>CUSTOMERS</b>				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42389	N	Ccf	\$.5772	10/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.5772	10/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.5772	10/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8337	11/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8337	11/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8337	11/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8337	11/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8337	02/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8337	02/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8337	02/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8337	02/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8337	12/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8337	12/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8337	12/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8337	12/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8337	01/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8337	01/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			

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CUSTOMERS

<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42390	N	Ccf	\$.8337	01/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8337	01/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8337	03/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8337	03/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8337	03/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8337	03/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			

REASONS FOR FILING

NEW?: N

RRC DOCKET NO: OS-21-00007061

CITY ORDINANCE NO: Ord 253-07 & Operation of Law

AMENDMENT (EXPLAIN):

OTHER (EXPLAIN): Filing to Comply with Financing Order OS-21-00007061.

SERVICES

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>
B	Commercial Sales
<u>OTHER TYPE DESCRIPTION</u>	

PREPARER - PERSON FILING

RRC NO: 1312 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Stephanie MIDDLE: LAST NAME: Hammons

TITLE: Asc Gn Cnsl, Sr Dir of Rg Afrs

ADDRESS LINE 1: 1400 Centerview Dr., Ste 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4612 EXTENSION:

**GAS SERVICES DIVISION  
GSD - 1 TARIFF REPORT**

**RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.**

**TARIFF CODE: DS RRC TARIFF NO: 35940**

**CURTAILMENT PLAN**

<u>PLAN ID</u>	<u>DESCRIPTION</u>
7455	<p>Curtailement Plan</p> <p>7.455 Curtailement Standards</p> <p>(a) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.</p> <p>(1) Balancing authority--The Electric Reliability Council of Texas or other responsible entity that integrates resource plans ahead of time, maintains electricity demand and resource balance within a balancing authority area, and supports interconnection frequency in real time for a power region in Texas.</p> <p>(2) Commission--The Railroad Commission of Texas.</p> <p>(3) Curtailement event--When a gas utility determines that its ability to deliver gas may become inadequate to support continuous service to firm customers on its system and it reduces deliveries to one or more firm customers. For the purposes of this section, an interruption of delivery or service to interruptible gas customers does not constitute a curtailement event. Prior to reducing deliveries to one or more firm customers, a gas utility interrupts deliveries to interruptible customers pursuant to mutually agreed upon contracts and/or tariffs.</p> <p>(4) Electric generation facilities--Facilities registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and or backup power systems.</p> <p>(5) Firm or firm deliveries--Natural gas deliveries that are described as firm under a contract or tariff.</p> <p>(6) Gas utility--An entity that operates a natural gas transmission pipeline system or a local distribution company that is subject to the Commission's jurisdiction as defined in Texas Utilities Code, Title 3.</p> <p>(7) Human needs customers--Residences, hospitals, water and wastewater facilities, police, fire, military and civil defense facilities, and locations where people may congregate in an emergency, such as schools and places of worship. A human needs customer also includes small commercial customers that cannot practicably be curtailed without curtailing human needs.</p> <p>(8) Interruptible or interruptible deliveries--Natural gas deliveries that are not described as firm under a contract or tariff.</p> <p>(b) Applicability. This section takes effect on September 1, 2022. This section applies when any gas utility experiences a curtailement event affecting intrastate service on any of its intrastate natural gas pipelines. When a gas utility experiences a curtailement event, the gas utility shall curtail deliveries according to the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailement plan pursuant to subsection (d) of this section. The curtailement priorities in this section apply to sales of natural gas owned by a gas utility and/or deliveries utilizing a gas utility's transportation capacity. The priorities in this section do not apply to sales of gas owned by an entity that is not a gas utility. The term "deliveries" in this section includes sales and/or transportation service.</p> <p>(c) Priorities.</p> <p>(1) Unless a gas utility has an approved curtailement plan pursuant to subsection (d) of this section, a gas utility shall apply the following priorities in descending order during a curtailement event:</p> <p>(A) firm deliveries to human needs customers and firm deliveries of natural gas to local distribution systems which serve human needs customers;</p> <p>(B) firm deliveries to electric generation facilities;</p> <p>(C) firm deliveries to industrial and commercial users of the minimum natural gas required to prevent physical harm and/or ensure critical safety to the plant facilities, to plant personnel, or the public when such protection cannot be achieved through the use of an</p>

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alternate fuel;

(D) firm deliveries of natural gas to small industrials and regular commercial loads that use less than 3,000 Mcf per day;

(E) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material cannot be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed;

(F) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material can be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed; and

(G) firm deliveries to customers that are not covered by the priorities listed in subparagraphs (A) - (F) of this paragraph.

(2) Deliveries to customers within the same priority on the portion of the system which is subject to curtailment shall be curtailed to the extent practicable on a pro rata basis according to scheduled quantities. If a customer's end-use requirements fall under two or more priorities, then such requirements must be treated separately when applying this schedule of priorities to the extent practicable. Transportation customers have equivalent end-use priorities as sales customers.

(3) When applying the priorities of this section, a gas utility may rely on the representations of its customers and/or their end users regarding the nature of customers' deliveries.

(d) Curtailment plans. Order 489 and any curtailment plan approved by the Commission prior to the effective date of this section is superseded by this section. A gas utility may file its own curtailment plan for approval with the Oversight and Safety Division. A gas utility shall follow the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailment plan on file with the Commission. The first three priorities in any individual curtailment plan must be consistent with the first three priorities listed in subsection (c)(1)(A) - (C) and (2) of this section. A gas utility shall provide to its customers notice of an application for a curtailment plan. A gas utility shall provide notice on the same day the gas utility files its application with the Commission. The gas utility may provide notice by hand delivery, by first class, certified, registered mail, commercial delivery service, electronic methods, or by such other manner as the Commission may require. The notice shall be in the form prescribed by the Commission. The Oversight and Safety Division may administratively approve the curtailment plan if no request for hearing is filed within thirty days of such notice. The Commission shall set the matter for hearing if it receives a timely request for hearing from a customer of the gas utility.

(e) Required tariff filings. Within 90 days of the effective date of this section, each gas utility shall electronically file with the Commission, in the manner prescribed by the Commission, tariffs that shall include either:

(1) the curtailment priorities as specified in this section; or

(2) a curtailment plan approved by the Commission as specified in subsection (d) of this section.

(f) Curtailment emergency contact information. Each gas utility shall maintain current curtailment emergency contact information with the Commission and shall submit curtailment emergency contact information on or before November 1 of each year.

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LINE EXTENSION POLICY

POLICY ID	DESCRIPTION
1249	<p>VII. EXTENSION OF FACILITIES</p> <p>(A) SERVICE LINES AND CONNECTIONS</p> <p>(1) The Company will make, own and maintain all necessary connections with its street mains. Under normal construction conditions, the Company will install up to 100 feet of service line (up to one inch in diameter and capable of a delivery pressure of up to 60 psig) at no cost to the customer. In the event a service line exceeding the diameter and pressure requirements set forth above is needed, or in the event of abnormal construction conditions, such as solid rock, road crossings that require a bore, the need to bore under landscaping, etc., or in regard to the installation of excess flow valves, any additional costs incurred by the Company will be charged to the customer. The Company may waive these charges when it determines that it is economically justifiable to do so. The Company will own, maintain and specify the route of the piping. Access must be granted on customer's property for replacement or repairs of these facilities. The Company may at its option install a service cock and box. The meter location will be determined by the Company. The Company will also set and own the meter and regulator, but all other piping, connections, and appliances for the purpose of utilizing gas shall be furnished and installed by the customer at the customers risk and expense. Customer will pay the cost of any relocation of the Companys facilities that the Company may perform at customers request.</p> <p>(B) MAIN EXTENSIONS</p> <p>(1) Extensions from the Company's distribution lines, will be made under the following conditions and circumstances:</p> <p>(a) Subject to the availability of capital funds, the Company shall construct main extensions from its existing facilities to serve new customers where the cost of the Company's capital investment is economically feasible. Determination of whether a proposed extension is economically feasible shall be made through the use of an economic model that will take into consideration the following factors:</p> <ol style="list-style-type: none"> <li>(1) construction cost estimate</li> <li>(2) non-gas revenue</li> <li>(3) depreciation</li> <li>(4) incremental operating costs</li> <li>(5) any other factors relevant to economic feasibility of the project.</li> </ol> <p>(b) If it is determined that the Companys return on investment (ROI) on the proposed main extension will equal or exceed the Companys cost of funding capital projects, the extension will be made at no cost to the customer. If it is determined that the Companys ROI will be less than the Companys cost of funding capital projects, the customer shall be required to pay an amount sufficient to ensure that the Company is able to earn an ROI equal to its cost of funding capital projects. On such an advance, the Company may enter into an agreement with the customer to refund the customer contribution. Refunds will be based only on changes in the factors considered in the economic model under which the investment was originally made. The Company shall establish, when capital funds are available, such new distribution service where the Company will be reasonably assured of a sufficient number of customers and an annual revenue to justify the capital expenditure. The Company may, however, refuse to extend facilities in the event system design and/or operational considerations so dictate.</p> <p>(c) When the Company is requested to extend its distribution facilities to an area with existing potential users where no contributory capital is available, the Company has the option to provide the necessary capital in the amount equal to the necessary customer contribution to be recovered by a fixed daily surcharge rate applied to each customer account within the boundaries of the</p>

RAILROAD COMMISSION OF TEXAS  
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project for up to five years\* or until the customer contribution is recovered by the Company, whichever comes first. Under this option, the Company will construct and finance the facilities and

recover the customer contribution, in addition to an appropriate interest (or finance charge) assigned to the capital required to fund the customer contribution, through the surcharge rate. If the

customer contribution is not recovered during the pay-back period, the remaining balance of the customer contribution (including interest or finance charge) will be added to and included in the

Company's overall rate base from that point forward. To insure sufficient customer commitment to each project, each customer will be required to sign an Extension Surcharge Agreement and may

be required to make a reasonable customer deposit prior to commencement of construction. Surcharge areas are defined as those areas served by the facilities to be constructed. After the initial

installation of facilities to serve the surcharge area, all subsequent connections which utilize mains from the original surcharge area installation will be subject to the same surcharge rate for the

remaining period of the surcharge agreement. \*Special conditions may warrant extending this period based on economic conditions.

(d) When new extensions from the surcharge area are requested, the person(s) requesting an extension from these facilities will be required to make whatever customer contribution might otherwise

be required for the extension under Part VII (B)(1)(b) and, in addition, will be subject to the surcharge rate for the remaining surcharge period.

(e) When a subsequent area requests service utilizing the facilities of an existing surcharge area, the following regulations will apply:

(1) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge area's surcharge rate would be in excess of the surcharge rate

applicable to the established surcharge area, the subsequent surcharge area will bear only the cost of their new facilities.

(2) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge rate is less than the surcharge rates applicable to the established

surcharge area, the subsequent surcharge area will bear a portion of the remaining unpaid customer contribution of the established surcharge area in addition to its own surcharge allocation as follows:

(2)(a) The cost of the mainline established for the existing surcharge area shall be shared by the subsequent surcharge area up to an amount equal to the existing area surcharge rate if their computed

surcharge is lower than the surcharge for the existing area. This shall be achieved by assigning an unamortized portion of the mainline investment which was required for the existing surcharge area to the

subsequent surcharge area in order to fairly equate the surcharges. The amount of investment cost assigned to the subsequent surcharge area will then be credited to the unamortized amount payable by

the existing surcharge area customers.

(2) The Company will not be required to enlarge its system of mains to meet the demand for gas of a prospective customer or to provide for an appreciable increase in the

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demands of a present customer,

unless in the judgment of the Company, a reasonable rate of return is assured as a result of the expenditure required.

(3) When the Company extends its main to serve new customers, the Company will extend its main, in a manner which, in its judgment, will be most advantageous for rendering service.

(4) Where the customer requires that his meter be placed in a particular location, the customer will be required to pay any additional cost that may result from compliance with the customers request.

(5) A standard Rural Gas Contract must be executed by each customer requesting a pipeline tap. The Company will not make or serve a tap on any federally certificated transmission line, unless, in the

judgment of the Company, a reasonable rate of return can be earned as a result of the expenditure required to construct the tap and serve the customer, without unreasonable consequences to other

customers. In addition, the Company will not make or serve a tap on any other transmission line, field gathering pipeline, or lines to wells which in the Company's opinion, presently contain or may in the

foreseeable future contain undehydrated gas, liquid hydrocarbons, sour gas, or gas that is otherwise not merchantable. The Company may discontinue service whenever it believes reliable service cannot

continue to be provided for any reason, including, but not limited to, water content of the gas furnished. In the event service is suspended or terminated because the Company cannot or believes it cannot

continue to provide safe and reliable service, the Company will be under no obligation to compensate the affected customer(s) for such loss of service. + EXTENSION SURCHARGE AGREEMENT The

undersigned promises to pay to Summit Utilities Arkansas, Inc., a surcharge on his/her/their/its monthly gas bill in consideration of the Company's extension of its facilities into the surcharge area in which

the undersigned resides. The surcharge amount will be \$\_\_\_\_\_ per month. The surcharge will be applied to all monthly billings to the undersigned for a \_\_\_ year period or until the Company recovers

the required customer contribution for the surcharge area, whichever comes first. The surcharge amount will appear as a separate line item on the undersigned's bill. The terms of this Extension Surcharge

Agreement shall be subject to the provisions of the Companys rates and policies.

\_\_\_\_\_ Accepted this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Summit Utilities Arkansas, Inc. By \_\_\_\_\_ VIII.

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QUALITY OF SERVICE

<u>QUAL_SERVICE_ID</u>	<u>DESCRIPTION</u>
QoFS	<p>I. APPLICATIONS FOR OR DISCONTINUANCE OF SERVICE</p> <p>(A) The Company shall require all customers to execute a deposit-service agreement upon application for gas service or upon the filing of a petition for relief under the United States Bankruptcy Code. Such agreements are not transferable. All customers accepting gas service from the Company shall be subject to the rules, regulations and rate schedules applicable. (B) When gas service is inaugurated or transferred from one location to another, at a location where there is an existing meter installation, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of \$48.00. When gas service is inaugurated or transferred from one location to another, at a location where a meter must be installed, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of \$62.00 (C) When a customer requests the initiation or restoration of service which requires overtime work after normal daily working hours or on weekends and holidays, the customer will be advised of an additional charge which will be based on actual overtime costs involved. An overtime charge shall not apply to work required through no fault of the Customer. (D) No customer may temporarily discontinue service and thereafter request restoration and continuation of service under his old service agreement but must execute a new agreement. If service is discontinued at the request of the customer and service is suspended during all or a portion of the non-heating season and thereafter restored at the same location for the same occupant, a reconnect charge will become due and payable when service is restored. This charge will be computed on the basis of the applicable customer charge for each month or fraction thereof that service is discontinued. Such charge shall be in addition to the regular service initiation fee of \$48.00 at a location where there is an existing meter installation or \$62.00 at a location where a meter must be installed or reconnection fee of \$37.00. Any commercial or industrial customer who discontinues service for any period of time must be considered a new customer for State and Federal regulatory policy purposes when application is made for restoration of service. (E) The company will not accept orders to discontinue service other than from the person in whose name the account is billed. (F) The Company may turn on service after normal daily working hours, or on weekends and holidays, in emergency situations requiring immediate initiation of service. When this service</p>



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is offered, the customer will be assessed an additional charge of \$27.00. An after-hours charge shall not apply to work required through no fault of the customer.

## II. CUSTOMERS FACILITIES AND EQUIPMENT

(A) Gas should be used only in appliances designed for use with natural gas, in compliance with all applicable manufacturing specifications. Vent pipes must be used on water heaters, cook stoves, enclosed type space heaters, or other appliances designed to be vented. (B) The customer shall provide a system of piping within his premises for connection to gas appliances. Customers piping system will be installed and maintained in compliance with all federal, state and local laws, codes and regulations. Customer shall provide an above-ground delivery point in a suitable location, unless otherwise specified by the Company. For SCS and LCS customers, vehicle access for meter testing purposes must be provided. The normal gauge pressure, at which gas will be supplied through the Company's meter to the customer's piping, will be as defined in XVI(A). (C) The Company under previously existing regulations has provided service through one master meter to private distribution lines for multiple federal, municipal, or private housing projects and mobile home parks, and has in some cases provided individual meters for such facilities. Bills will be rendered on an individual basis to the individual metered customers, but the customer(s) owning the private distribution line or being served by the private distribution line will be responsible for payment of any differences between gas delivered through the master meter and gas delivered through the sum total of individual meters. All such construction within the above mentioned projects and mobile home parks must meet the requirements of all federal, state and local piping laws before the Company will connect the customer.

## III. REFUSAL TO SERVE CUSTOMERS

(A) The Company may decline to serve a customer or prospective customer until he has complied with the state and municipal regulations governing the service applied for and the reasonable rules and regulations of the utility. (B) Until adequate facilities can be provided, the Company may decline to serve an applicant for service or to change materially the service of any customer, if, in its judgement, 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. (C) The Company may refuse to serve a customer if, in its best judgment, the customer's installation or equipment is regarded as hazardous or of such character that satisfactory service cannot be given. (D) The Company may refuse to serve individual mobile homes and house trailers if the trailer does not have a firm foundation

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which will not permit it to rock or move thereby cracking or parting the connecting pipe or facilities. None of the weight of the trailer may be carried on the wheels or springs. All piping and appliance installations in trailers must be made in compliance with applicable laws, codes, and ordinances governing such installations. (E) The Company may decline to serve any applicant who is indebted to the Company for gas utility service; provided, however, that in the event the indebtedness of the applicant for service is in dispute, 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 the deposit until repaid at the rate prescribed by law or order of the Commission. (F) 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 gas utility service for the customer at other premises.

#### IV. DISCONTINUANCE OF SERVICE

Subject to Commission rules suspending disconnection during an extreme weather emergency (7.460):

(A) The Company reserves the right to shut off the gas at any time and to remove its property from the premises for any of the following reasons:

- (a) for tests or repairs
- (b) for non-payment of bills for gas utility service when due, after required notice has been given
- (c) for incorrect representation of facts in application for service, after required notice has been given
- (d) for failure to make or increase the cash deposit when required by the Company, after required notice has been given
- (e) for reselling gas in violation of the Company's Standard Rules and Regulations, after required notice has been given
- (f) for placing or permitting the placing of any bypass around any meter or service line; or for tampering; or permitting tampering with same
- (g) for permitting pipes, or appliances owned or used by the customer to leak or otherwise permit the escape or waste of gas, after required notice has been given
- (h) for failure to comply with the Rules and Regulations of the Company, after required notice has been given
- (i) failure to pay the applicable connect charge, after required notice has been given
- (j) on order of municipal authorities having jurisdiction; or
- (k) when checks received from customer for amounts past due or for the required deposit are repeatedly not honored when presented to the bank for payment, then service may be discontinued without advance notice.

(B) 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 diligently tried to induce the customer to comply with its rules and regulations, or to pay amounts due the Company. Service may be discontinued after five (5) days written notice shall have been given to the customer by the Company in the

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manner provided for in Paragraph IV (d). Prior notice of disconnection shall not be required for fraudulent, negligent, or unlawful use of the commodity or service detected, or where a dangerous condition is found to exist on a customer's premises. (C) The customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service; provided, however, that payment at Company's office within four hours of the time of actual disconnection or turning off of service shall not affect the right to disconnect or turn off service for non-payment. Whenever the Company dispatches an employee to the premises of any customer for the purpose of discontinuing service for non-payment, and such payment arrangements are made that do not result in actually disconnecting or turning off of service, a fee of \$16.00 shall be added to and collected as a part of such delinquent account to cover, in part, the cost to the Company of dispatching such employee to the customer's premises. A \$15.00 charge may also be added to an account and collected to recover cost for reprocessing any check that has been returned to the Company by the bank by reason of insufficient funds on deposit. Whenever service has actually been disconnected on account of the failure of the customer to pay such delinquent account, or for any other reason without fault of the utility if the customer desires the service to be reconnected, the Company shall require the customer to pay a reconnection charge of \$37.00. (D) Notice of delinquency shall be construed to be given to the customer when a copy of such notice is left with such customer, or left at the premises where service is required, or posted in the United States mail addressed to the customer's last known post office address except as specified in (h) and (i) below. (E) The Company shall not be liable for any damage to persons or property resulting from the discontinuance of gas service after having given the required notice. Arrangement satisfactory to the Company for the continuance of service on account of serious illness or other causes shall be made by the customer prior to the expiration of the notice period. (F) When, at the customer's request, the Company changes the location at which service is rendered the gas consumed at the new and old locations, for the purposes of billing, shall be combined. The change of the location to which service is rendered shall not be deemed to affect the rights of the Company with regard to the application of deposit or discontinuance of service for non-payment of the account. (G) The fact that the Company has a cash deposit from a customer shall not in any manner affect the right of the Company to discontinue service to that customer for the non-payment of amounts past due regardless of the fact that the deposit is in excess of the amount past due. (H) Termination of service to Elderly Persons, Handicapped Persons, and Persons with Serious Illnesses

## (1) Definitions

(a) Elderly. An elderly person is any residential customer aged 65 or older whose total gross income is less than or equal to the median income for Texas families categorized as 65 years and over in Table 19A or successor tables reported in Consumer Income: Money Income and Poverty Status in 1975 of Families and Persons in the United States and the South Region, By Divisions and States (Spring 1976 Survey of Income and Education by the Bureau of Census of the United States Department of Commerce, as most recently published.

(b) Handicapped. A handicapped person is any residential customer:

(i) who has any permanent severe physical or mental impairment which substantially limits his ability to pay for utility service; and

(ii) who is certified as being physically or mentally disabled by a physician,

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licensed psychologist, by the United States Veterans Administration, the Social Security Administration, the appropriate governmental agency, or a local regional mental health center.

(c) Serious illness includes serious injury not amounting to a handicap.

(2) Special Provision for the Elderly and Handicapped Each utility shall file with the Commission, for its approval, procedures the utility will follow to insure the protection of elderly and handicapped customers. In addition, each utility shall keep records of all delinquent accounts of elderly or handicapped customers and the disposition of these accounts. Protection procedures shall include:

(a) Identification of eligible households.

(b) Personal contact by telephone or in person by utility personnel to arrange installment of deferred payment of any delinquency.

(c) Notification of right to third-party notice before termination of service.

(d) Assistance to customers wishing to make arrangements with state or local social service agencies for payment for service. The procedures may require elderly and handicapped persons to disclose information and furnish documents in connection with the status claimed on an annual basis. If a customer provides false information to the utility in order to claim an exemption under this Rule, it shall be grounds for termination. Customers establishing eligibility to claim an exemption as elderly or handicapped

shall be presumed to retain this status for one (1) year after the date eligibility is established. Eligibility related to income level and ability to pay for utility service shall be reestablished annually.

(3) Delay of Termination on Grounds of Serious Illness

(a) A utility shall postpone termination of service to a residential customer, or reconnect previously terminated service, for a reasonable time up to thirty (30) days if the customer presents a certificate from a physician stating it is likely that termination of service will either aggravate a serious illness or give rise to a substantial risk

of death or a grave impairment of the health of the customer, of a member of the customer's family, or of another permanent resident of the premises where service is rendered. The certificate shall identify the medical emergency, specify the effect of termination of service, and specify the time during which termination of service will aggravate the illness. The utility may, at its expense, obtain an additional medical report or certificate from a physician of its choice and may rely on that opinion and in reliance on that opinion terminate service five days after mailing an additional notice of termination to the customer. Failure of customer without good cause to attend the company-scheduled medical appointment shall be sufficient reason for termination of service by the utility. A customer, his physician, or a nurse, nurse practitioner, physician's assistant, or a public or private agency providing physical or mental health care services may notify the utility of a serious illness in person, by telephone, or by letter. The customer shall have seven (7) days from the date of notification to present the certificate. Notice by telephone shall be subject to verification by the utility.

(b) The thirty-day postponement may be extended one time by renewal by notice as above and renewal of the certificate by a physician as above.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(4) Delay of Termination for Elderly and Handicapped Persons

(a) Residential utility service shall not be terminated and, if previously terminated

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shall be reconnected, during the months of November through March for elderly and handicapped customers of the utility, provided that service may be terminated if such customers fail to pay at least one-half of the amount billed for service either as they fall due or pursuant to

delayed payment agreement. Any balance due for service during these months shall be made in the months of April through October in installments agreed upon by the customer and the utility. If, during the months of April through October, a customer fails to pay the deferred balance due for service from November to March, the utility shall not be obligated

to refrain from terminating or to reconnect service during the next November through March time period. Residential gas air condition service to such customers shall not be terminated

on a day when the National Weather Service forecasts between 5:00 a.m. and 8:00 a.m. a maximum temperature for that day of 95 degrees Fahrenheit, or higher.

(b) At least 72 hours prior to the proposed termination of residential service to an elderly or handicapped person, a utility shall personally contact the customer, a person living in this

household, or any other person or agency designated by the elderly or handicapped person to receive notice in person or by telephone during the utility's normal, working hours or between 9:00 a.m. and 4:00 p.m. on Saturdays and holidays that termination of service is imminent and that steps can be taken to avoid termination. This notice shall include an explanation of the procedures available under this or other applicable rules. If none of these parties is contacted on the first attempt, a second attempt shall be made and may take place between 6:00 a.m. and 10:00 P.M.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(I) Notice of Termination to Tenants

(1) For the purposes of this rule, landlord means the owner, agent, manager, or lessor of premises intended primarily for residential use for which he receives lease or rent payments which include amounts for utility service.

(2) Each utility shall file with the Commission procedures for identifying accounts where service is rendered at an address different from the mailing address of the bill. Such procedures

may include requiring landlords to identifying themselves as such and to identify their tenants by name, address, and account number. Absent such identification, the utility shall not be

required to treat a customer as a tenant unless it has actual knowledge or information that reliably indicates that the person to whom service is rendered is a tenant.

(3) The utility shall not disconnect service to such an account for nonpayment of the bill until the following actions have been taken:

(a) When a termination notice has been sent to the landlord, if no response is received by the utility within seven (7) days, notice shall also be sent to the affected tenants or shall be

posted in conspicuous locations such as near mail boxes, building entrances and exits, and other areas of common usage.

(b) If a landlord fails to pay for service to a tenant a utility shall not terminate service to the tenant until at least thirty (30) days have elapsed from the date of the delinquency, and, after

being notified of the delinquency the tenant has not paid for service provided after the date of notification or made arrangements with the utility to do so.

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(c) Where feasible the utility shall offer the tenant the opportunity to apply for service in his own name. If such service is not feasible or if the tenant declines to apply for such service, the

utility may terminate service. If the tenant chooses to take service in his own name, termination shall thereafter be governed by other appropriate provisions of this rule.

(d) Where premises are master-metered and a tenant and the utility are unable to agree upon payments to be made by the tenant for service, the utility shall petition the Commission for

an immediate informal resolution or formal hearing to resolve the dispute.

(4) A utility shall not attempt to recover from a tenant or condition service to a tenant on the payment of any amounts owed by the landlord to the utility.

## V. CUSTOMER DEPOSITS

(A) The Company may require, with each service application from any customer or any prospective customer, a cash deposit to guarantee payment of bill. This required deposit shall not exceed an amount equivalent to two estimated average bills when payment is due after the service is rendered. The Company shall pay interest on the deposit at the rate prescribed by law or order of the Commission. When service is discontinued by the Company for any reason other than for repairs, the Company may apply such deposit to the payment of all charges authorized under these Rules and Regulations. Interest will not accrue on deposits when they become inactive. The Company shall pay interest on deposits annually in January of each year and upon return of the deposit to the customer.

(B) Interest shall not accrue on any cash deposit after the date the Company has made a bona fide effort to return such deposit to the depositor. The Company shall keep in its records evidence of its efforts to return such deposit.

(C) A new or additional deposit may be required upon reasonable written notice of the need of such a requirement in any case where a deposit has been refunded or is found to be inadequate as above provided for, or as provided by the applicable provisions of the Commission's Rules, as they may be in effect from time to time. The service of any customer who fails to comply with these requirements may be disconnected upon five (5) days' written notice.

(D) All charges authorized under these Rules and Regulations shall be due and payable on the same terms and conditions as charges made for gas service and the same procedure for discontinuance of service for such charges may be applied against refunds, if any, due on the customer's deposits.

(E) Upon the filing of a petition for relief under the United States Bankruptcy Code, the customer will be required to provide a cash deposit in an amount not to exceed two times the maximum estimated bill for the service location.

## VI. BILLING

(A) Gas supplies will be charged for from the time of turn on until the Company discontinues the supply. Failure on the part of the customer to properly notify the Company when their responsibility for the payment for gas at a premises ceases, shall not relieve the customer from the obligation of paying all bills accruing up to the time proper notification is received by

the Company. The customer shall pay for all gas passing through the meter, whether the same be used or wasted through leaks in pipes, apparatus, or otherwise and shall be bound by

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the true reading of the meter, provided it is in good repair and working order.

(B) Bills rendered for service for less than the standard monthly billing period shall be calculated as follows:

(1) Where meter reading indicates no consumption and the period involved is less than fifteen (15) days, no charge will be made. If the period involved is fifteen (15) days or more,

applicable monthly minimum will be charged.

(2) Where meter reading indicates any consumption, regular rate schedules will apply, regardless of period involved. Meter will be read to the nearest hundred cubic feet and bills computed on this basis.

(3) Where customer changes location within the same distribution plant, the consumption at both locations will be combined for the monthly billing.

(C) All customers of Company which are either, (1) sixty (60) years of age or older and depend upon a pension or Social Security check as their primary source of income, or (2) are dependent solely upon a disability income, regardless of age, are eligible to participate in the Company's FLEX-DATE Payment Plan. Such Plan will extend the due date for payment to the earlier of: (1) twenty-five (25) days after the current month's bill date, or (2) three (3) work days before the next month's bill date. Only the extended due date provided by FLEX-DATE

will appear on eligible customers' bills. In addition, the Company will waive any otherwise applicable late penalty. Customers shall become Plan participants either upon telephone or form

notification to Company, and their participation will be effective for each month of each calendar year thereafter.

(D) Monthly statements will be delivered to the location at which gas is supplied, by an employee of the Company, or posted in the United States mail, unless the customer has directed the

Company in writing to send statements to another address. The terms Delivered or Rendered shall not be construed as an obligation on the part of the Company to deliver or render statements

to the customer in person, or to other occupants of the premises. Duplicate copies of statements will be furnished upon request, and failure to receive statements for any reason whatsoever,

will not entitle customer to further time to pay account, or to a continuation of gas supply if account is over due.

(E) Customers whose facilities are located on pipeline taps which are not centrally odorized will receive monthly statements based on the customers reading of the meter. If the meter is not

read by the customer, bills will be estimated. The Company will read these meters at least every six (6) months and the difference between the customer readings or the estimated consumption

will be billed or credited to the customer's account.

(F) A residential apartment shall be defined as a room or group of rooms which contain a sink and/or cooking facilities and shall be considered a separate apartment for metering and billing purposes.

House trailers shall also be considered separate apartments for metering and billing purposes.

(G) Individual residential customer premises shall be metered and billed separately even if under common ownership, and combined metering or billing shall not be permitted. Commercial and

industrial premises shall be considered separate when not on the same tract or contiguous

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tracts of land, or when each is a complete unit not physically integrated with, or essentially a part of, the other or others, and each renders a complete service or produces a finished product. Tracts of land separated by public streets, roads or alleys shall be considered non-contiguous tracts.

(H) The commercial rate schedule of the Company will be applied to the gas used in two or more individual flats or apartments in a dwelling which was originally constructed as, or which has been converted into, a multiple-family building and where the owner has not elected to separately meter the gas used in each individual flat or apartment. Rooming houses without cooking facilities, tourist homes for transients and hotels will be metered and billed as single unit on the commercial rate.

(I) The Company may make a charge of \$5.00 for any special meter reading which it is called upon to make other than on the regular reading date. Where interim meter readings are furnished

the owner of premises the Company accepts no responsibility as to the distribution of the monthly bill as between tenants.

(J) Claims for error in statements rendered should be made by the customer as soon as discovered; if the claim is found to be meritorious, the Company will make proper adjustment on the

Customer's subsequent bills, or make refund to the customer within a reasonable time.

(K) The Company shall make a test of the accuracy of registration of a meter upon request of a customer. Except as otherwise provided in these rate schedules, if such test shows the meter to be slow or within the tolerance limit as to accuracy of registration, the customer may be required to pay a charge of ten dollars (\$10.00) for each test so made. If the test shows

the meter to be fast and in excess of the tolerance limit of accuracy, such test shall be made at the expense of the Company and an adjustment shall be made with the customer. If no such test has been performed within the previous four years for the same customer at the same location, the test is to be performed without charge.

(L) In case a meter ceases to register, the quantity consumed will be estimated from the amount consumed during the corresponding period for the previous year, giving due consideration to

weather and other pertinent factors, or by such other method that will be equitable.

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## VIII. GENERAL

The customer shall use the gas delivered by the Company for his purposes only. The customer shall not, under any circumstances, resell or share with others any gas delivered by the Company. No changes, extensions, or replacement of service lines shall be made without the written consent of the Company. No extension whatsoever of customer owned piping shall be made for the purpose of supplying gas to adjacent property, or other person or concerns residing or operating on the premises of the customer. The foregoing natural gas resale prohibition shall not apply to distributors selling compressed natural gas as a motor vehicle fuel. The authorized agent of the Company shall have the right and permission to enter upon the premises of the customer to inspect or test lines, and appliances, to read, change or remove the meter, to turn on and shut off the gas, or to perform other related functions. This right shall not be construed as placing any responsibility on the Company to inspect and test the lines or equipment of the customer. No structures shall be erected over the Company's gas lines. In the event any such structure is erected, the customer will be



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provided the option of either removing the structure or paying the Company the cost of relocating the gas line, including the cost of obtaining alternative easements, if required. The place of delivery of all gas purchased shall be at the outside wall of the first structure being served if the Company has installed or replaced the service line to that point. In all other cases, the place of delivery of all gas purchased shall be at the point of connection to the customer's service line from which point all gas delivered shall become the property of the customer, who shall thereafter be responsible for its passage through the meter and for all damage caused by said gas. The Company shall have no responsibility for any act or omission, and shall have no liability from any cause, downstream of delivery. In case the supply of gas should fail, whether from natural causes, bursting of pipes or accident in any way, the Company shall not be liable for damages, whether direct, special, continuing, exemplary, presumptive, incidental, indirect or consequential, including without limitation, loss of profits, loss of revenue, or loss of production capacity by reason of such failure. The Company shall not be liable in damages for any act or event that is beyond the Companys control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, arrests, wars, blockades, insurrections, riots and epidemics, landslides, lightning, earthquakes, fires, storms, floods and washouts, priority limitation or restraining orders of any governmental authority and civil disturbances, explosions, breakage, accidents, tests, maintenance or repair to machinery, equipment, lines of pipe or other facilities; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits; and any other causes whether of the kind herein enumerated or otherwise. Meters and pipes are likely to freeze in cold weather, and it shall be the duty of each customer to protect the pipes and the meter or meters from the action of the elements. These Rules and Regulations are made a part and condition of all rate schedules of the Company and all customers served under such schedules shall be subject to these Rules and Regulations. These Rules and Regulations are in addition to Rules and Regulations now established by the Regulatory Body having jurisdiction over these matters.

## IX. STATE AND MUNICIPAL TAXES

Whenever the State or a municipality imposes upon the Company any sales privilege, occupation, meter, or other special tax, except ad valorem taxes, the Company shall pass the tax on to customers within the jurisdiction of the taxing authority in accordance with provisions set forth in such tax law or ordinance.

## X. LEVELIZED PAYMENT PLAN

A. Residential customers and small commercial customers having less than 500 MMBtu annual usage may have the option of participating in the Levelized Payment Plan (LPP) for billing purposes as opposed to the normal billing procedure.

B. Operation of the Levelized Payment Plan Under the LPP a customer's bill will be computed by averaging to the nearest dollar, the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent

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twelve months historical volumes. The average bill amount thus derived will be the monthly payment amount for each of the succeeding six months. Actual billings will continue to be based upon the applicable rates and meter readings obtained to determine consumption. The amount due under the LPP will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be reflected on the bill as a memo item for the customer's information. The cumulative difference between actual billings and the levelized billings under the LPP will be carried in a deferred balance that will accumulate both debit and credit differences. The monthly payment amount will be automatically reviewed and adjusted six months after the anniversary date. This adjustment will be made to assure that the difference between actual payments and average payments under the LPP will be minimal. The new LPP payment amount will be computed by averaging the sum of the most recent six months actual billings and a projected amount for the next six months. The projected amount will be derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent year's historical volumes for the corresponding months. This amount will be rounded to the nearest dollar and will be the monthly LPP payment amount for the next six months. On the initial and subsequent anniversary dates a new levelized payment amount is calculated by averaging to the nearest dollar, the amount of the deferred balance and the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent twelve months historical volumes. This new LPP amount will then be in effect until the time of the next six-months review. On each subsequent anniversary date a new levelized payment amount will be calculated in this manner. In such instances where sufficient billing history is not available, a twelve-month billing history will be estimated by the local office. The estimated history will be based on actual billings for those months in which actual billing data is available and estimated based on the service address or a similar location for those months in which no such actual billing is available. Participation in the LPP will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's actual monthly billing.

C. Customer Qualification for Levelized Payment Plan No additional customers shall be added to the LPP. The Company will, however, maintain the LPP for those customers participating in the LPP. Customer may discontinue LPP at any time by notifying the Company. If a customer requests termination, if an account is final billed, or if the customer is suspended by the Company as a result of past due amounts on an account, any outstanding balance owed to the Company at the time, including any differences between billings under the LPP and billings which would have been rendered under normal billing procedures shall be immediately due and payable. Likewise, any credit due customer shall be applied to the next bill or refunded, as appropriate.

#### XI. EXTENDED ABSENCE PAYMENT PLAN

(A) The following options are available to residential customers to avoid suspension of service during any extended absence over one (1) month:

(1) Bills due during the customer's absence may be paid in advance. The amount of the payment will be based on the prior year's corresponding usage based on current rates. Any over or under payment by the customer will be applied to the customer's next bill when he

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returns. A delayed payment agreement will be available for underpayments.

(2) The customer will be given the opportunity to enroll in the Company's automatic bank draft program. The monthly bill will be paid automatically through the customer's checking or savings account.

(a) This option may be utilized by the customer in conjunction with the Company's Average Monthly Billing (AMB), which establishes the monthly bill amount for customer's

budgeting purposes during the absence.

(3) The customer can arrange to have bills coming due mailed to an alternate address, or to a third party during the absence.

(a) Third-party notification does not imply the third party will be responsible for the bill. Normal suspension of service rules will apply in the event bills are not paid.

(B) The customer must notify the Company in order to take advantage of any of these extended absence payment plans.

## XII. AVERAGE MONTHLY BILLING

(A) Residential customers have the option of adopting the Average Monthly Billing plan (AMB) for billing purposes as opposed to the normal billing procedure.

### (B) OPERATION OF THE AVERAGE MONTHLY BILLING

(1) Each month, under the AMB a customer's bill will be computed by averaging to the nearest dollar, the amount billed to the customers account during the last 12 months, plus or minus one-twelfth of the deferred budget balance. The average bill amount thus derived will be the payment amount for the month.

(2) Actual billings will continue to be based upon the appropriate rate schedules, riders, tax factors, and meter readings used to determine consumption. The AMB amount will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be shown on the bill as a memo item for the customer's information.

(3) The cumulative difference between actual billings and the AMB billings will be carried in a deferred budget balance that will accumulate both debits and credits and will adjust

monthly.

(4) The monthly payment amount will be automatically reviewed and adjusted each month.

(5) In such instances where sufficient billing history is not available, a twelve month billing history may be estimated.

(6) Participation in the AMB will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's actual monthly billing.

### (C) CUSTOMER QUALIFICATION FOR AVERAGE MONTHLY BILLING PLAN

(1) The AMB shall be made available to residential customers. The AMB is optional and will be available only on customer request, after an appropriate application for the AMB is completed, submitted and approved by the Company.

(2) At the time a customer chooses to participate in the AMB, his account must be current. This means that the current billings must not be past due and no unpaid balance exists.

(3) The customer may discontinue the AMB at any time by notifying the Company. The AMB will be discontinued if the customer requests a disconnect, if the customer is delinquent

30 or more days, if an account is final billed, or if the customer is turned off for non-payment as a result of past due amounts. Any outstanding balance owed to the Company at

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the time,

including the deferred balance, will be due immediately. A delayed payment plan may be available to qualifying customers. Likewise, any credit due customer shall be applied to the next

bill or refunded, as appropriate.

#### XIII. PROVISIONS FOR LANDLORDS AND TENANTS

##### (A) LANDLORD/TENANT ACCOUNT IDENTIFICATION

(1) The following procedure is used by the Company to identify landlord/tenant accounts:

(a) New service applicants are questioned during the initial application to determine if a landlord/tenant relationship exists.

(b) If Company personnel determine a landlord/tenant relationship exists, then the account will be coded accordingly.

(1) The landlord may be contacted to confirm tenant information.

(c) Company personnel may review landlord/tenant accounts periodically to verify landlord/tenant status.

(d) The Company will not be liable for any damage to persons or property resulting from the failure to properly identify a landlord/tenant account.

#### XIV. MINIMUM HEATING VALUE FOR GAS

(A) The average heating value for gas delivered to customers shall not be less than 975 Btu per cubic foot at 14.73 psia and 60 degrees Fahrenheit.

#### XV. BASE OR ABSOLUTE GAS PRESSURE

(A) The established absolute pressure base for all deliveries shall be 14.73 psia.

#### XVI. NORMAL GAUGE PRESSURE FOR GAS

(A) The normal gauge pressure for all deliveries shall be .33 pounds gauge pressure per square inch above 14.4 assumed atmospheric pressure.

#### XVII. LEAVE ON AGREEMENT

(A) Pursuant to owner/managers request and upon completion and approval of a Leave on Agreement as provided on sheet numbers 36 through 39 herein, the Company agrees to continue to sell and deliver natural gas service to owner/managers rental units identified in the Agreement and the owner/manager agrees to pay Company for all gas service and charges provided for in the Agreement, subject to the terms and conditions of the Agreement.

#### LEAVE ON AGREEMENT FOR NATURAL GAS SERVICE

This contract and agreement (hereinafter called the Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Summit Utilities Arkansas Inc., (hereinafter called Company) its successors and assigns, and \_\_\_\_\_, (hereinafter called Customer). Customer represents that it is the owner/manager of the residential or commercial property identified on

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Attachment A hereto (said property being hereinafter referred to as the rental property), and that the terms and provisions of this Agreement are intended to cover and pertain to said rental property, consisting of a total of \_\_\_\_ rental unit(s).

Article I

Customer hereby requests that Company continue to sell and deliver natural gas service to each of the rental units identified above during any period of time subsequent to the closing of an account for service to a tenant or occupant of any of such rental units, or to the discontinuance or termination of service to any such rental units for any reason whatsoever except

the nonpayment of utility bills by either the tenant or customer, and prior to the opening of an account for service to a new tenant or occupant of such rental unit. Customer agrees to be responsible for payment of all charges for gas service provided to any and all rental units covered by this Agreement during the aforesaid period of time.

Article II

A. Company agrees to waive the connection charge on all units identified on Attachment A, provided the gas service is transferred directly to the Customer without interruption. It is understood and agreed to by the Customer that the normal connection fee as approved by the appropriate regulatory authority will apply on units where a service interruption has occurred.

B. Customer agrees to pay Company for all gas service and charges provided for in this Agreement in accordance with all rates, tariffs, schedules and charges which have been approved

by the prevailing regulatory authority. Both parties understand that the charges provided and set forth in this Agreement may, from time to time, be revised pursuant to order of prevailing regulatory authorities. The parties agree that in the event any charge provided and set forth in this Agreement is so revised, the provisions of this Agreement will automatically be revised

in accordance therewith without further action by either party.

Article III

A. This Agreement shall continue in full force and effect as to all rental units identified herein until terminated by either party by written notice mailed or delivered to the other party at

least thirty (30) days prior to the date on which termination of this Agreement is desired.

B. In the event the Customer desires additional rental units to be covered by this Agreement or to delete rental units covered by this Agreement from such coverage, Customer agrees to provide notice of such changes to Company in writing. It is agreed that changes in the coverage of this Agreement requested by Customer shall become effective no more than one (1) business

day after Customer's written request for such changes is received by Company.

Article IV

It is understood and agreed that this Agreement and the gas service to be provided by Company hereunder shall be subject to all applicable rules of the prevailing regulatory authorities, and the Company's rates and policies as presently on file with those authorities, as the same may be changed in accordance with the law.

Article V

This Agreement supersedes any previous Leave On Agreements entered into between Company and Customer with respect to the rental property or units identified herein.

Article VI

This Agreement shall bind and benefit the successors and assigns of Company and may be assigned by Customer upon written consent of Company.

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\_\_\_\_\_ Summit Utilities Arkansas, Inc.  
 By: \_\_\_\_\_ By: \_\_\_\_\_  
 Mailing Address for Notices Required Mailing Address for Notices Required Herein: Herein:  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 ATTACHMENT A Summit Utilities Arkansas, Inc. LEAVE ON AGREEMENT PROPERTY LISTING Customer  
 \_\_\_\_\_ Date \_\_\_\_\_  
 UNIT NUMBER PROPERTY DESCRIPTION ADDRESS CITY/TOWN STATE \_\_\_\_\_  
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SERVICE CHARGES

RRC CHARGE NO.	CHARGE ID	CHARGE AMOUNT	SERVICE PROVIDED
303956	MSC007		Service Initiation Fee (where there is an existing meter) \$48.00
303957	MSC008		Service Initiation Fee (where a meter must be installed) \$62.00
303958	MSC009		Reconnect Charge \$37.00
303959	MSC010		Collection Fee 16.00
303960	MSC011		NSF Check Charge 15.00
303961	MSC012		Special Meter Reading Charge 5.00
303962	MSC013		Meter Accuracy Test 10.00
303954	MSC014		Residential Customer Deposits * Up to the maximum amount allowed under the Commissions Rules.
303955	MSC015		After-Hours Fee 27.00** The Company may turn on service after normal daily working hours, or on weekends and holidays, in emergency situations requiring immediate initiation of service. When this service is offered, the customer will be assessed an additional charge of \$27.00. An after-hours charge shall not apply to work required through no fault of the customer.

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DESCRIPTION: Distribution Sales STATUS: A  
 EFFECTIVE DATE: 03/23/2023 ORIGINAL CONTRACT DATE: 01/10/2022 RECEIVED DATE: 03/24/2023  
 GAS CONSUMED: N AMENDMENT DATE: 09/01/2022 OPERATOR NO: 829193  
 BILLS RENDERED: Y INACTIVE DATE:

RATE SCHEDULE

SCHEDULE ID DESCRIPTION  
 EWNA-T

2. WEATHER NORMALIZATION ADJUSTMENT (WNA-T)  
 2.1. For bills rendered from November 1 through April 30 each year, the applicable margin rates for gas service to customers served under the applicable rate schedules shall be adjusted by a Weather Normalization Adjustment (WNA) to reflect much of the impact of heating degree day variations from normal levels which were used to set rates under the applicable rate schedules.  
 2.2. In order to calculate the total weather adjustment for the applicable billing cycle, a weather deviation is computed and multiplied by the applicable margin rate.  
 A per Ccf WNA adjustment is calculated by dividing the total weather adjustment by the average Ccf usage per customer for all customers in each billing cycle, using the formula described below. The per Ccf adjustment for each applicable rate schedule is applied to customer's usage for the billing cycle. The WNA shall be separately identified on customer bills.  
 2.3. CALCULATION OF WEATHER NORMALIZATION ADJUSTMENT  
 2.3.1. The WNA is calculated as follows:  $WNA_i = R_i(DDF_i (NDD - ADD)) AAU_i$  Where: i = Any particular rate classification to which the WNA is to be applied.  
 WNA = Weather Normalization Dollar Adjustment per Ccf R = Applicable margin rate:  
 Residential Service (RS-T-1) \$0.17840 per Ccf Small Commercial Sales (SCS-1) \$0.08552 per Ccf DDF = Degree Day Factor associated with the applicable rate schedule: Residential Service (RS-T-1) .1611 Small Commercial Sales (SCS-1) .6357 NDD = Normal Degree Days during the billing cycle ADD = Actual Degree Days during the billing cycle AAU = Average Actual Usage per customer for each billing cycle  
 2.4. DEFINITIONS  
 2.4.1. Normal Degree-days: The heating degree-days, which are based on a 30-year average ending December 31, 2001 as are shown on Attachment 1.  
 2.4.2. Actual Degree Days: The actual heating degree days as published by Weather Services Corporation, or any other nationally recognized third-party weather service.  
 2.5. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-T-1) Small Commercial Firm Sales Service (SCS-1)  
 Notes: 1 Applicable margin rate revised from \$0.18470 (GUD 9345) to \$0.17840 (GUD 10765).

PSIF  
 Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2022 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.18, based on \$1.00 per service line. It will be collected from April 1, 2022 to April 30, 2022.

ESCS-1

## GAS SERVICES DIVISION

## GSD - 1 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DS RRC TARIFF NO: 35941

**RATE SCHEDULE**SCHEDULE IDDESCRIPTION

2. SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

2.1. AVAILABILITY

2.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Companys existing facilities. This rate schedule is available to any

consumer engaging in business, professional, institutional or other non-residential activity supplied at an individually metered point of delivery for all uses of gas. Natural

gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby service is not available under this rate schedule.

2.1.2. Gas consumption under this rate schedule is limited to 365,000 Ccf in any 12 consecutive month period. If at any time, it is anticipated, based on Companys estimate,

that the customer will consume in excess of 365,000 Ccf per year in the succeeding 12 consecutive month period, the customer shall become subject to the applicable large

commercial firm service rate schedule.

2.1.3. Company has historically allowed the volume usage of meters at business facilities under common ownership and subject to this rate schedule to be aggregated for the

sole purpose of establishing eligibility for transportation as referenced in Part 3.1.3. of Rate Schedule LCS-1. Customers historically qualifying for transportation under this aggregation

provision shall remain subject to the rates and charges under this rate schedule in addition to any additional specific rates, charges, or adjustment riders peculiar to the Transportation

Supply Option set out in Rate Schedule LCS-1, such as, but not limited to, administrative fees. Customers aggregating volume shall be subject to all provisions and policies governing

TSO option customers as specified in LCS-1, except as provided for herein. The TSO eligible customers qualifying under such aggregation provision prior to September 21, 2002, will

remain unchanged with respect to existing and new locations. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited.

Each individual

account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating rate schedule, and are

additionally subject to any specific rates, charges or riders specific to the TSO. For the purpose of establishing eligibility for the Transportation Supply Option (TSO) defined in the LSC

rate schedule, customers experiencing or anticipating an average daily demand of 75 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. The

TSO eligibility threshold will be lowered to an average daily demand of 50 MMBtu on



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April 30, 2003 and 25 MMBtu on April 30, 2004. Customers qualifying for transportation that do not demonstrate average daily demand of 100 MMBtu or greater shall be subject to rates and charges under the SCS rate schedule, and are additionally subject to any additional specific rates, charges or riders specific to the TSO.

2.1.4. Seasonal Transportation. Customer facilities experiencing more than 80% of annual load during the months April through October, and who experience or anticipate an average daily demand of more than 75 MMBtu per day during any consecutive 30-day period of the preceding or succeeding April through October, are eligible to transport on a seasonal basis. Customers meeting the aforementioned criteria, may elect the TSO option and choose a subsequent return to the SSO option only once during the calendar year. Customers electing the TSO option on a seasonal basis, pursuant to notice given prior to May 31st or thirty days prior to commencement of service, whichever is earlier, may receive transportation service for a continuous period of at least 30 days between April 1 and October 31. Customers electing the TSO option on a seasonal basis are subject to the TSO contract administration fee. Additionally, each participating location shall pay a \$300 set-up fee upon initial election and upon any subsequent return to transportation service.

2.2. CAPACITY DEMAND

2.2.1. Capacity Demand shall be the billing determinant for Fixed Storage Charges, Fixed Gas Supply Charges, and Fixed Transportation Charges (GSR Demand) under the Gas Supply Rate Rider.

The Companys determination of CD shall be based on the higher of: (a) The Companys estimate of customers winter peak requirement. (b) The Companys estimate of customers average daily requirement. The CD may be adjusted based upon a material and documentable change in customers winter peak requirement or customers average annual daily requirement.

2.3. RATES

2.3.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows: (a) Monthly Customer Charge - \$13.00. The monthly customer charge shall

be pro-rated in the months that the customer initiates and terminates gas service. (b) Distribution Rate: First 1,500 Ccf at \$0.12250 1,500 ` 15,000 Ccf at \$0.08552 Over 15,000 Ccf at \$0.02000

(c) Gas Supply Rate - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Companys Gas Supply Rate Rider.

2.3.2. Rates for customers historically qualifying for service under the Part 2.1.3. aggregation provision and customers qualifying for transportation under this rate schedule will be subject to thermal adjustment. Delivered volumes will be adjusted by the appropriate thermal content factor.

2.4. MINIMUM CHARGE

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2.4.1. Monthly Customer Charge -- \$13.00. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

2.5. TELEMETERING

2.5.1. In the event customer has in place working telemetering facilities and equipment; and the customer receives system supply service; and Company determines it necessary to keep the telemeter(s) operational, Company will arrange and pay for the associated telecommunications cost while the customer receives sales service under this rate schedule. Customers electing seasonal transportation service pursuant to Part 2.2. shall be responsible for the full installed cost of telemetry equipment of standard make and manufacture to determine hourly and daily flow at customers point of delivery.

2.5.2. Customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary.

2.6. RIDERS

2.6.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule: Rider Identification on Name Description Customer Bills WNA Weather Normalization Adjustment Weather Normalization Adjustment

2.6.2. Service will be rendered under this rate schedule until service is discontinued to customer, the customer qualifies for service under the large commercial firm service rate schedule, or the schedule is superseded.

2.7. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

2.7.1. The Commission's Special Rules of Practice and Procedure and Substantive Rules and the Company's Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

**EGSR**

1. GAS SUPPLY RATE (GSR)

1.1. GAS SUPPLY RATE (GSR) APPLICABILITY AND REQUIREMENTS

The charges for gas sales service contained in Arklas total billing to sales customers shall include the cost of gas sold as identified in this Rider. For purposes of this Rider the cost of gas sold shall include the sum of all gas purchased for Arklas customers, upstream transportation charges, storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments used by Arkla to stabilize prices.

1.2. DEFINITIONS

1.2.1. Cost of Gas Sold - For purposes of this clause the cost of gas sold during a month shall be the sum of all gas purchased for the

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customers, transportation and storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, and any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments to stabilize gas prices.

1.2.2. Lost and Unaccounted for Gas (LUFG) ` For purposes of this clause LUFG will be the portion of the Cost of Gas Sold that is not delivered to sales or transportation customers. More specifically it will contain Shrinkage, Company Used gas, and Remaining LUFG (RLUFG). Shrinkage is calculated by rate classification at the time of billing and represents a calculation of gas delivered but not measured to customers due to known departures from the Ideal Gas Laws. Company Used Gas is gas measured directly to Arkla facilities, and RLUFG is total LUFG less Shrinkage and Company Used Gas. Arkla shall not be allowed to recover LUFG in excess of 5%, computed on an annual basis.

1.2.3. Fixed Transportation Charges - Charges incurred for transporting gas to Arklas system that do not vary with the volume of gas being transported, including, for example, pipeline Firm Transportation (FT) and No Notice Transportation (NNT) demand and/or reservation fees.

1.2.4. Fixed Storage Charges - Charges incurred for storing gas that do not vary with the volume of gas injected into or withdrawn from storage, including, for example, Firm Storage Service (FSS) demand and/or reservation fees.

1.2.5. Fixed Gas Supply Charges - Charges incurred for the acquisition of gas supply that do not vary with the volume of gas purchased, including, for example, supply demand and/or reservation fees.

1.3. GSR FILINGS

1.3.1. Scheduled GSR Filings: Arkla shall make two Scheduled GSR Filings each year: a Winter Season GSR and a Summer Season GSR.

The Winter Season GSR shall be effective for billings rendered to customers during the months of November through the following March. The Summer Season GSR shall be effective for bills rendered to customers during the months of April through the following October. The Winter Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirement for the period between the effective date of filing and the next Summer Season GSR; and, (2) all of the annual actual cost (true-up or secondary adjustment factor) adjustments and any refund factor adjustments relating to or arising during the immediately preceding 12 months ending August each year. The Summer Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirements for the period between the effective date of the Summer Season GSR and the effective date of its next Winter Season GSR; and, (2) maintaining all of the actual cost of gas adjustment (annual true-up or secondary adjustment) and any refund adjustments.

1.3.2. Unscheduled GSR Filings: Should a projected under or over recovery balance arise during any seasonal PGA period which exceeds ten percent (10%) of the projected annual gas cost per the most recent scheduled PGA filing, then the Company may propose an Unscheduled PGA filing. If an Unscheduled PGA Filing is made, that filing: (1) must contain rates reflecting the then current estimate of

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the gas cost revenue requirement for the period from the effective date of such filing to the next scheduled filing, and (2) must maintain all of the actual cost of gas adjustment (annual true-up or secondary adjustment factors) and any refund adjustment factors. The Unscheduled PGA Factor shall remain in effect only until the next scheduled PGA Filing.

1.3.3. Scheduled and any Unscheduled GSR filings shall be filed with the Commission by the last business day of the month immediately preceding the month the proposed new GSR factor will be implemented.

1.4. ALLOCATION OF COSTS

1.4.1. Calculation of Demand Cost Component: Calculating demand costs - The demand gas cost revenue requirement component shall be the annual total of the gas costs that do not vary with the actual consumption, such as fixed transportation and storage costs, fixed gas supply charges, and fixed financial charges associated with financial instruments purchased to stabilize prices. Calculating demand cost allocation- The demand cost component of each season`s filing shall be calculated by multiplying the total annual projected demand costs by the appropriate allocation factors for those demand costs for the respective RS-1, and the non-TSO SCS, and LCS customers.

1.4.2. Calculation of Commodity Cost Component: Calculating commodity costs by season - The commodity gas cost revenue requirement component of each season`s GSR shall be the sum of all gas cost purchased for sales customers other than demand costs or LUFG costs, such as variable transportation costs, gas supply commodity costs, and the transaction costs associated with the use of futures contracts and options and other prudently incurred costs associated with various financial instruments purchased by Arkla to stabilize gas supply rates. The commodity gas costs shall include the commodity cost of storage withdrawals and injections. Arkla will utilize any technique or method it deems reasonable for purposes of estimating the commodity cost component of each seasonal filing. Seasonal Commodity Cost Allocation - the seasonal commodity costs assigned to RS-1 and non-TSO SCS and LCS customers will be determined by multiplying the Seasonal Commodity Cost by the ratio of estimated sales volumes for the respective classes in that season. For purposes of Commodity allocation and the establishment of Commodity rates, the SCS-1 class will be combined and considered as one class.

1.4.3. LUFG Allocation: For purposes of LUFG allocation, and the establishment of LUFG rates, the SCS-1 class will be combined and considered as one class. LUFG will be allocated to the respective rate classes based on the factors established below for

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each of the components of LUFG: Shrinkage ` for each rate class (including regular sales and TSO customers) shall be determined based on cost causation. Company Used Gas ` shall be determined by the direct measurement of the gas consumed by Arkla facilities, and allocated to each rate class (including regular sales and TSO customers) based on the ratio of the number of customers in each class and the total for such classes. Remaining LUFG (RLUFG) ` shall be defined as the difference between (a) total LUFG; and (b) the sum of Shrinkage and Company Used Gas established above. It shall be allocated to the respective customer classes as follows: 55% based on the volumes for the most recent twelve-month-ending August period of the rate classes (including regular sales and TSO customers). 35% based on the demand components for the rate classes (including regular sales and TSO customers). 10% based on the annualized number of customers of the rate classes (including regular sales and TSO customers) as of the most recent twelve-month-ending August period.

1.5. RATE CALCULATION RS-1 Customers - The GSR for Residential customers will be a per Ccf rate that is determined by summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the residential class and adding that result to the per Ccf rate determined by dividing the allocated annual costs in Part 1.4.1. by the estimated annual sales volumes. SCS and LCS Customers - The commodity portion of the rate for non-TSO customers will be determined by respectively summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the respective classes. SCS-1 customers will be combined and considered as one class for purposes of determining the commodity portion of the rate. While the calculation will be made in Ccf, it will be appropriately translated to MMBtu as needed. The demand portion of the rate for LCS non-TSO customers will be charged to the customers based on their assigned CDs in MMBtu. The rate will be determined by dividing the respective classes allocated costs in Part 1.4.1. above by their respective annualized CDs. Since the demand charges are part of an overall non-specific set of upstream contracts, the support for their allocations will be provided in the schedules supporting the filing.

1.6. SPECIAL PROVISION REGARDING TSO CUSTOMERS LUFG costs - Customers under the TSO option may provide LUFG-in-Kind gas volumes. The LUFG-in-Kind (volumetric delivery requirement) for each customers account will be determined based on the most recent twelve-month ended August period and expressed as a percentage of the gas delivered for the customers account at the customers point of consumption. The percentage will be determined by

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dividing the allocated volumes of total LUFG in the respective class (SCS or LCS) by the total estimated sales volumes in their respective class. Assignment of Surcharges to TSO Customers - In the event an LCS-1 or SCS-1 customer changes its supply service election at the end of the contract term from the system supply option (SSO), the amount of the deferred gas cost account attributable to that customer shall be charged or distributed to that customer, whichever is applicable. The charging to or distribution of the deferred gas cost account attributable to that customer shall be removed or added to the deferred gas cost account of the applicable rate schedule.

1.7 DEFERRED PURCHASED GAS COST ACCOUNTS Arkla shall establish and maintain a Deferred Gas Cost Account(s) in which shall be recorded any over or under recovery resulting from the operation of the GSR procedure. Such over or under recovery by class shall be determined monthly by comparison of the actual Cost of Gas Sold as defined above for each cost month to the gas cost revenue recovery for the same revenue month as the cost month. The accumulated balance of over or under recovered gas costs, plus the carrying charge described below, shall be used to determine the surcharge. The surcharge shall be computed annually by dividing each class cumulative balance over recoveries or under recoveries as of the end of each August by the respective class estimated volumes of sales for the projected twelve-month period. The surcharge shall be filed annually and will be included with the Scheduled Winter Season GSR Filing and shall be rounded to the nearest \$0.0001 per Ccf. The surcharge shall remain in effect until the earlier of: (1) superseded by a subsequent surcharge calculated according to this provision or, (2) the beginning of the second revenue month following the month in which the full recovery or refund is accomplished if such full recovery or refund is accomplished prior to the end of the established recovery period. A carrying charge shall be included in the monthly under or over recovery balance resulting from the monthly comparison of the actual Cost of Gas Sold to the revenue recovery resulting from the application of the prescribed GSR, and a carrying charge shall be included in the monthly under or over recovery balance applicable to the surcharge. The monthly carrying charge shall be determined by multiplying the average of the beginning and ending month balance of under or over recovery for the cost month times the rate of interest applicable to customer deposits.

1.8. DEMAND ALLOCATION It is recognized that over time as customer classifications change or demand levels change, the accuracy of the originally approved demand factors may deteriorate. Arkla can request a change in the allocation procedures with a minimum three month lead time prior to the filing date for the seasonal filings.

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Changes under this provision are limited to changes required to restore the accuracy of the originally approved demand factors and shall be not be used by either Arkla or Staff to implement changes in allocation methodologies that would normally require a general rate application.

1.9. REFUND PROVISION If an increase in the cost of gas paid or payable to Arkla shall be reduced by the final order of a duly constituted regulatory body or the final decree of a court, if appealed thereto, and such increase shall have been reflected in Arklas rate to the extent and in the manner specified in this GSR, Arkla shall report to the Commission the receipt of any refunds resulting from such final order or decree. Thereupon, Arkla shall submit for the Commissions approval a plan to make equitable disposition of such refund monies to the extent such monies represent increased charges paid by its customers as result of this GSR; provided, however, that if the amount to be refunded to customers hereunder with respect to a particular refund received does not amount to more than one-tenth cent per Ccf, then Arkla will apply that refund as a credit in its cost of gas computations hereunder for the month in which it receives the refund from its supplier. Nothing in this clause shall be construed to require refunds or a reduction of Arklas rate as a result of such an order reducing the cost of gas where the original increase in the cost of gas has not been reflected in Arklas billings for its sales to customers under this rate schedule.

1.10. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Large Commercial Firm Service (LCS-1)

**CRR23**

Summit Utilities Arkansas, Inc.  
Customer Rate Relief Rate Schedule

Applicable to all Sales Customers for the purpose of collecting and remitting customer rate relief charges as authorized by the Railroad Commission of Texas in accordance with Chapter 104, Subchapter I of the Texas Utilities Code and the Commission Financing Order issued in Docket No. OS-21-00007061.

(A) Abbreviations and Definitions

(1) Authority--The Texas Public Finance Authority, together with any successor to its duties and functions.

(2) Bonds or Customer Rate Relief (CRR) Bonds--The Texas Natural Gas Securitization Finance Corporation Customer Rate Relief Bonds, Series 2023 and any additional or different designation or title by which each series of Bonds shall be known as determined by the Issuer Entity.

(3) Ccf and Mcf - For Ccf, one hundred (100) standard cubic feet of gas, where one

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(1) standard cubic foot of gas is the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen point sixty-five (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit; and, for Mcf, 1,000 standard cubic feet of gas.

(4) Central Servicer--The entity engaged in accordance with the terms of the Financing Order to, amongst other things, engage the Participating Gas Utilities as collection agents for the purposes of facilitating collection and remittance of CRR Charges by Participating Gas Utilities, and perform the other services required of it under the Servicing Agreement (as defined in the Financing Order).

(5) Commission--The Railroad Commission of Texas, including its staff or delegate.

(6) CRR Charge True-Up Adjustment - A True-Up Adjustment (as defined in the Financing Order).

(7) CRR Charge True-Up Charge Adjustment Letter - A true-up adjustment letter substantially in the form of Exhibit 3 to the Financing Order.

(8) CRR Scheduled Adjustment Date January 1 and July 1 of each applicable year, provided that the CRR Scheduled Adjustment Date and any other deadlines or target dates related thereto, shall be subject to modification prior to the date of the Bonds so as to reflect the terms of the Servicing Agreement.

(9) Customer Rate Relief (CRR) Charge - A nonbypassable charge as defined in Tex. Util. Code 104.362(7).

(10) Financing Order - The order adopted under Tex. Util. Code 104.366 approving the issuance of CRR Bonds and the creation of Customer Rate Relief Property and associated CRR Charges for the recovery of regulatory assets, including extraordinary costs, related financing costs, and other costs authorized by the Financing Order.

(11) Gas Utility - Summit Utilities Arkansas, Inc. and its successors and assignees, an operator of natural gas distribution pipelines that delivers and sells natural gas to the public and that is subject to the Commission's jurisdiction under Tex. Util. Code 102.001, or an operator that transmits, transports, delivers, or sells natural gas or synthetic natural gas to operators of natural gas distribution pipelines and whose rates for those services are established by the Commission in a rate proceeding filed under Chapter 104 of the Utilities Code, within the service area. (12) Irrevocable - The Financing Order, together with the Customer Rate Relief Property as defined by Tex. Util. Code 104.362(8) and the CRR Charges authorized by the Financing Order, are irrevocable and not subject to reduction, impairment, or adjustment by further action of the Commission, except in connection with true-ups authorized by the Financing Order.

(13) Issuer Entity - Texas Natural Gas Securitization Finance Corporation, a Texas



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nonprofit public corporation established by the Authority, or any successor created pursuant to Tex. Govt Code 1232.1072.

(14) Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and any Participating Gas Utility or Successor Utility (as defined in the Financing Order) each of whose Normalized Sales Volumes exceed 2.0% of the total aggregate Normalized Sales Volumes among all Participating Gas Utilities. Any calculation performed in connection with the preceding sentence shall be made on the basis of the most recently reported Normalized Sales Volumes and such calculation shall be performed by the Central Servicer annually no later than one (1) month after Normalized Sales Volumes are reported as regularly scheduled under Paragraph H hereof; provided that the Commission and/or Central Servicer may perform such calculation without any limitation in order to give effect to any merger, acquisition, disposition, divestiture, spin-off or other transaction that would impact a Participating Gas Utility's share of the total aggregate Normalized Sales Volumes. The Commission or the Central Servicer shall promptly thereafter provide written notice to a Participating Gas Utility that subsequently becomes a Large Participating Gas Utility, which change shall take effective beginning on January 1 of the following calendar year.

(15) Nonbypassable - CRR Charges must be paid by all existing or future customers receiving service from a Participating Gas Utility or such gas utilities successors or assigns.

(16) Normalized Sales Volumes -

(a) For Large Participating Gas Utilities: All natural gas volumes projected to be billed for the upcoming twelve (12) month period in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated to calculate the CRR Charges.

(b) For other Participating Gas Utilities: All natural gas volumes billed in the preceding calendar year in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs and normalized according to the methodology utilized in each Participating Gas Utility's application filed in Docket No. OS-21-00007061, Consolidated Applications For Customer Rate Relief and Related Regulatory Asset Determinations In Connection With The February 2021 Winter Storm. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated in order to calculate the CRR Charges.

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(17) Participating Gas Utilities - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; Rockin M Gas LLC d/b/a Bluebonnet Natural Gas LLC; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; SiEnergy, LP; Summit Utilities Arkansas, Inc., Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and Universal Natural Gas, LLC d/b/a Universal Natural Gas, Inc. or any Successor Utility (as defined in the Financing Order).

(18) Sales Customer(s) - All active customers taking service under a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs.

(B) APPLICABILITY

This rate schedule sets out the rate, terms and conditions under which the CRR Charge shall be billed and collected by Summit Utilities Arkansas, Inc. Rider Schedule No. 1 Part II, Incorporated and Unincorporated areas of Texarkana, Nash, Redwater, and Wake Village, respectively under the terms of the Financing Order. Each individual Sales Customer is responsible for paying the CRR Charge billed to it in accordance with the terms of this rate schedule. Payment is to be made by an individual Sales Customer to the Participating Gas Utility of which it is a customer. The Participating Gas Utility is obligated to apply amounts collected from customers to pay any outstanding CRR Charges prior to applying such amounts for any other purpose. The Participating Gas Utility, as collection agent, shall remit collections of the CRR Charges to the Indenture Trustee in accordance with the terms of the Financing Order and any servicing or other similar agreement that is contemplated by the Financing Order.

(C) TERM--This rate schedule shall remain in effect until the CRR Charges have been collected and remitted to the Indenture Trustee in an amount sufficient to satisfy all obligations in regard to paying principal and interest on the CRR Bonds together with all other financing costs, bond administrative expenses and other costs as provided in the Financing Order. This rate schedule and the CRR Charge are irrevocable and Nonbypassable.

(D) SALES CUSTOMERS--For the purposes of billing the CRR Charges, all Sales Customers of the Participating Gas Utility's in the Incorporated and Unincorporated areas of the cities of Texarkana, Wake Village, Nash and Redwater shall be assessed the uniform volumetric charge identified below.

(E) CRR CHARGE--The CRR Charge will be a monthly volumetric rate of

- \$0.00/Ccf @14.65
- \$0.00/Ccf @14.73
- \$ 0.00/Ccf @14.95

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The CRR Charge is calculated in accordance with and subject to the provisions set forth in the Financing Order and will be adjusted at least annually based upon the CRR Charge true-up adjustment procedure. The CRR Charge shall be included in the Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. Participating Gas Utilities may reflect the CRR Charge according to the delivery pressures defined in Participating Gas Utilities' applicable tariffs. Such delivery pressure specific charges shall be equivalent to the CRR Charge as determined below at 14.65 per square inch, as defined above.

(F) Determination of Customer Rate Relief Charge--The CRR Charge will be adjusted no less frequently than annually, in accordance with the terms of the Servicing Agreement (as defined in the Financing Order), to ensure that the expected collection of CRR Charges is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the CRR Bonds and together with all other financing costs, bond administrative expenses and other costs, as provided in the Financing Order, on a timely basis. The CRR Charge shall be computed according to the formula described below.

Step 1: Determination of Normalized Sales Volumes:

- (A) Total Large Participating Gas Utility Normalized Sales Volumes (Mcf)
- (B) Assumed % of uncollectible sales
- (C) Total Normalized Sales Volumes Billed and Collected:  $(A * (1 - B))$

For the avoidance of doubt, Normalized Sales Volumes are assumed to be calculated without giving effect to volumes anticipated from Participating Gas Utilities making up less than two percent (2.0%) of the total Normalized Sales Volumes of all Participating Gas Utilities.

Step 2: Determination of CRR Charge

- (D) Total CRR Charge Rate Revenue Requirement for Applicable Period
  - (E) CRR Charge per Normalized Sales Volumes (Mcf):  $(D / C)$
- Thereof: CRR Charge for Sales Customers

(G) CRR CHARGE TRUE-UP

Changes to the CRR Charge will be effected through the filing of CRR Charge True-Up Adjustment Letters by the Central Servicer to the Commission as authorized by the Financing Order and in accordance with the Servicing Agreement. Not less than fifteen (15) days prior to each CRR Scheduled Adjustment Date and more frequently as required by the Central Servicer, the Central Servicer will submit the CRR Charge True-Up Adjustment Letter in the form of Exhibit 3 to the Financing Order to ensure that CRR Charge collections are sufficient to make all scheduled payments of CRR Bond principal and interest and meet other Ongoing Financing Costs (as defined in the Financing Order) on a timely basis during the payment period.

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**RATE SCHEDULE**

SCHEDULE ID

DESCRIPTION

In addition to the foregoing, the Central Servicer shall be authorized to file CRR Charge True-Up Adjustment Letters with the Commission that adjust the CRR Charge more frequently (but not more often than quarterly) as required under the provisions of the Servicing Agreement (as defined in the Financing Order).

(H) CRR CHARGE TRUE-UP PROCEDURE

Summit Utilities Arkansas, Inc. shall annually file with the Commission and the Central Servicer by June 1 of each year its Normalized Sales Volumes; each Large Participating Gas Utility shall include projected volumes for each of the future twelve (12) months beginning July 1, and each other Participating Gas Utility shall include its Normalized Sales Volumes for the prior calendar year. Such filing and/or reporting may be more frequent to the extent required under the Servicing Agreement and applicable Collection and Reporting Arrangements. If Summit Utilities Arkansas, Inc. is a Large Participating Gas Utility, the Participating Gas Utility shall, upon the request of the Central Servicer, provide the Commission and the Central Servicer updated Normalized Sales Volumes for the succeeding twelve (12) month period no later than the fifteenth (15th) day following such request to allow the Central Servicer to make Interim True-Up Adjustments. Each Participating Gas Utility shall have the right to provide the foregoing information to the Central Servicer on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). The Central Servicer shall submit to the Commission and the Participating Gas Utilities, not less than fifteen (15) days prior to the CRR Scheduled Adjustment Date, a CRR Charge True-Up Adjustment Letter applying the CRR Charge True-Up Adjustment based on Normalized Sales Volumes and other mathematical factors and requesting administrative approval from the Commission as provided for in the Servicing Agreement. The Commission's review and approval of the True-Up Adjustment Letter shall be as set forth in the Servicing Agreement (it being understood such review is limited to determining if any mathematical or clerical errors are present in the application of the CRR Charge True-Up Adjustment relating to the appropriate amount of any over-collection or under-collection of CRR Charges and the amount of an adjustment).

If any CRR Charge True-Up Adjustment that is an Interim True-Up Adjustment is necessary, (i) the Central Servicer may request and the Large Participating Gas Utilities shall provide revised Normalized Sales Volumes for each of the immediately succeeding twelve (12) months and related data and (ii) within fifteen (15) days of receipt of such data, the Central Servicer shall file a revision to the CRR Rate Schedule in a True-Up Charge Adjustment Letter setting forth the adjusted CRR Charge to be effective for the upcoming period, in accordance with the Servicing Agreement. Summit Utilities Arkansas, Inc. shall have the right to provide such information on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain

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customary restrictions and exceptions to be agreed). A CRR Charge resulting from a true-up adjustment will become effective on the first (1st) billing cycle that is not less than fifteen (15) days following the making of the CRR Charge True-Up Adjustment filing.

(I) TAXABILITY

The receipt of CRR Charges by a Participating Gas Utility is exempt from state and local sales and use taxes and utility gross receipts taxes and assessments and is excluded from revenue for purposes of franchise tax under Tex. Tax Code 171.1011.

**RATE ADJUSTMENT PROVISIONS**

None

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<b>CUSTOMERS</b>				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42392	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.3406	06/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.3406	05/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.3406	04/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42394	N	Ccf	\$.3378	09/01/2022
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.3378	09/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.3378	09/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.3378	09/01/2022
<u>CUSTOMER NAME</u>	Nash, Environs			
42392	N	Ccf	\$.3378	10/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Environs			

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<b>CUSTOMERS</b>				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42393	N	Ccf	\$.3378	10/01/2022
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.3378	10/01/2022
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.3378	10/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.8069	11/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.8069	11/01/2022
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.8069	11/01/2022
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.8069	11/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.8069	02/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.8069	02/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.8069	02/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.8069	02/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.8069	12/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.8069	12/01/2022
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.8069	12/01/2022
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.8069	12/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.8069	01/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.8069	01/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			

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CUSTOMERS

<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42394	N	Ccf	\$.8069	01/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.8069	01/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.8069	03/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.8069	03/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.8069	03/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.8069	03/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			

REASONS FOR FILING

NEW?: N

RRC DOCKET NO: GUD 9345, OS-21-00007061

CITY ORDINANCE NO:

AMENDMENT (EXPLAIN):

OTHER (EXPLAIN): Filing to Comply with Financing Order OS-21-00007061.

SERVICES

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>
B	Commercial Sales
<u>OTHER TYPE DESCRIPTION</u>	

PREPARER - PERSON FILING

RRC NO: 1312 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Stephanie MIDDLE: LAST NAME: Hammons

TITLE: Asc Gn Cnsl, Sr Dir of Rg Afrs

ADDRESS LINE 1: 1400 Centerview Dr., Ste 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4612 EXTENSION:



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CURTAILMENT PLAN

<u>PLAN ID</u>	<u>DESCRIPTION</u>
7455	<p>Curtailement Plan</p> <p>7.455 Curtailement Standards</p> <p>(a) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.</p> <p>(1) Balancing authority--The Electric Reliability Council of Texas or other responsible entity that integrates resource plans ahead of time, maintains electricity demand and resource balance within a balancing authority area, and supports interconnection frequency in real time for a power region in Texas.</p> <p>(2) Commission--The Railroad Commission of Texas.</p> <p>(3) Curtailement event--When a gas utility determines that its ability to deliver gas may become inadequate to support continuous service to firm customers on its system and it reduces deliveries to one or more firm customers. For the purposes of this section, an interruption of delivery or service to interruptible gas customers does not constitute a curtailement event. Prior to reducing deliveries to one or more firm customers, a gas utility interrupts deliveries to interruptible customers pursuant to mutually agreed upon contracts and/or tariffs.</p> <p>(4) Electric generation facilities--Facilities registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and or backup power systems.</p> <p>(5) Firm or firm deliveries--Natural gas deliveries that are described as firm under a contract or tariff.</p> <p>(6) Gas utility--An entity that operates a natural gas transmission pipeline system or a local distribution company that is subject to the Commission's jurisdiction as defined in Texas Utilities Code, Title 3.</p> <p>(7) Human needs customers--Residences, hospitals, water and wastewater facilities, police, fire, military and civil defense facilities, and locations where people may congregate in an emergency, such as schools and places of worship. A human needs customer also includes small commercial customers that cannot practicably be curtailed without curtailing human needs.</p> <p>(8) Interruptible or interruptible deliveries--Natural gas deliveries that are not described as firm under a contract or tariff.</p> <p>(b) Applicability. This section takes effect on September 1, 2022. This section applies when any gas utility experiences a curtailement event affecting intrastate service on any of its intrastate natural gas pipelines. When a gas utility experiences a curtailement event, the gas utility shall curtail deliveries according to the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailement plan pursuant to subsection (d) of this section. The curtailement priorities in this section apply to sales of natural gas owned by a gas utility and/or deliveries utilizing a gas utility's transportation capacity. The priorities in this section do not apply to sales of gas owned by an entity that is not a gas utility. The term "deliveries" in this section includes sales and/or transportation service.</p> <p>(c) Priorities.</p> <p>(1) Unless a gas utility has an approved curtailement plan pursuant to subsection (d) of this section, a gas utility shall apply the following priorities in descending order during a curtailement event:</p> <p>(A) firm deliveries to human needs customers and firm deliveries of natural gas to local distribution systems which serve human needs customers;</p> <p>(B) firm deliveries to electric generation facilities;</p> <p>(C) firm deliveries to industrial and commercial users of the minimum natural gas required to prevent physical harm and/or ensure critical safety to the plant facilities, to plant personnel, or the public when such protection cannot be achieved through the use of an</p>

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alternate fuel;

(D) firm deliveries of natural gas to small industrials and regular commercial loads that use less than 3,000 Mcf per day;

(E) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material cannot be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed;

(F) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material can be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed; and

(G) firm deliveries to customers that are not covered by the priorities listed in subparagraphs (A) - (F) of this paragraph.

(2) Deliveries to customers within the same priority on the portion of the system which is subject to curtailment shall be curtailed to the extent practicable on a pro rata basis according to scheduled quantities. If a customer's end-use requirements fall under two or more priorities, then such requirements must be treated separately when applying this schedule of priorities to the extent practicable. Transportation customers have equivalent end-use priorities as sales customers.

(3) When applying the priorities of this section, a gas utility may rely on the representations of its customers and/or their end users regarding the nature of customers' deliveries.

(d) Curtailment plans. Order 489 and any curtailment plan approved by the Commission prior to the effective date of this section is superseded by this section. A gas utility may file its own curtailment plan for approval with the Oversight and Safety Division. A gas utility shall follow the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailment plan on file with the Commission. The first three priorities in any individual curtailment plan must be consistent with the first three priorities listed in subsection (c)(1)(A) - (C) and (2) of this section. A gas utility shall provide to its customers notice of an application for a curtailment plan. A gas utility shall provide notice on the same day the gas utility files its application with the Commission. The gas utility may provide notice by hand delivery, by first class, certified, registered mail, commercial delivery service, electronic methods, or by such other manner as the Commission may require. The notice shall be in the form prescribed by the Commission. The Oversight and Safety Division may administratively approve the curtailment plan if no request for hearing is filed within thirty days of such notice. The Commission shall set the matter for hearing if it receives a timely request for hearing from a customer of the gas utility.

(e) Required tariff filings. Within 90 days of the effective date of this section, each gas utility shall electronically file with the Commission, in the manner prescribed by the Commission, tariffs that shall include either:

(1) the curtailment priorities as specified in this section; or

(2) a curtailment plan approved by the Commission as specified in subsection (d) of this section.

(f) Curtailment emergency contact information. Each gas utility shall maintain current curtailment emergency contact information with the Commission and shall submit curtailment emergency contact information on or before November 1 of each year.

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**LINE EXTENSION POLICY**

<u>POLICY ID</u>	<u>DESCRIPTION</u>
1249	<p>VII. EXTENSION OF FACILITIES</p> <p>(A) SERVICE LINES AND CONNECTIONS</p> <p>(1) The Company will make, own and maintain all necessary connections with its street mains. Under normal construction conditions, the Company will install up to 100 feet of service line (up to one inch in diameter and capable of a delivery pressure of up to 60 psig) at no cost to the customer. In the event a service line exceeding the diameter and pressure requirements set forth above is needed, or in the event of abnormal construction conditions, such as solid rock, road crossings that require a bore, the need to bore under landscaping, etc., or in regard to the installation of excess flow valves, any additional costs incurred by the Company will be charged to the customer. The Company may waive these charges when it determines that it is economically justifiable to do so. The Company will own, maintain and specify the route of the piping. Access must be granted on customer's property for replacement or repairs of these facilities. The Company may at its option install a service cock and box. The meter location will be determined by the Company. The Company will also set and own the meter and regulator, but all other piping, connections, and appliances for the purpose of utilizing gas shall be furnished and installed by the customer at the customers risk and expense. Customer will pay the cost of any relocation of the Companys facilities that the Company may perform at customers request.</p> <p>(B) MAIN EXTENSIONS</p> <p>(1) Extensions from the Company's distribution lines, will be made under the following conditions and circumstances:</p> <p style="padding-left: 40px;">(a) Subject to the availability of capital funds, the Company shall construct main extensions from its existing facilities to serve new customers where the cost of the Company's capital investment is economically feasible. Determination of whether a proposed extension is economically feasible shall be made through the use of an economic model that will take into consideration the following factors:</p> <p style="padding-left: 80px;">(1) construction cost estimate</p> <p style="padding-left: 80px;">(2) non-gas revenue</p> <p style="padding-left: 80px;">(3) depreciation</p> <p style="padding-left: 80px;">(4) incremental operating costs</p> <p style="padding-left: 80px;">(5) any other factors relevant to economic feasibility of the project.</p> <p style="padding-left: 40px;">(b) If it is determined that the Companys return on investment (ROI) on the proposed main extension will equal or exceed the Companys cost of funding capital projects, the extension will be made at no cost to the customer. If it is determined that the Companys ROI will be less than the Companys cost of funding capital projects, the customer shall be required to pay an amount sufficient to ensure that the Company is able to earn an ROI equal to its cost of funding capital projects. On such an advance, the Company may enter into an agreement with the customer to refund the customer contribution. Refunds will be based only on changes in the factors considered in the economic model under which the investment was originally made. The Company shall establish, when capital funds are available, such new distribution service where the Company will be reasonably assured of a sufficient number of customers and an annual revenue to justify the capital expenditure. The Company may, however, refuse to extend facilities in the event system design and/or operational considerations so dictate.</p> <p style="padding-left: 40px;">(c) When the Company is requested to extend its distribution facilities to an area with existing potential users where no contributory capital is available, the Company has the option to provide</p> <p style="padding-left: 80px;">the necessary capital in the amount equal to the necessary customer contribution to be recovered by a fixed daily surcharge rate applied to each customer account within the boundaries of the</p>

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project for up to five years\* or until the customer contribution is recovered by the Company, whichever comes first. Under this option, the Company will construct and finance the facilities and

recover the customer contribution, in addition to an appropriate interest (or finance charge) assigned to the capital required to fund the customer contribution, through the surcharge rate. If the

customer contribution is not recovered during the pay-back period, the remaining balance of the customer contribution (including interest or finance charge) will be added to and included in the

Company's overall rate base from that point forward. To insure sufficient customer commitment to each project, each customer will be required to sign an Extension Surcharge Agreement and may

be required to make a reasonable customer deposit prior to commencement of construction. Surcharge areas are defined as those areas served by the facilities to be constructed. After the initial

installation of facilities to serve the surcharge area, all subsequent connections which utilize mains from the original surcharge area installation will be subject to the same surcharge rate for the

remaining period of the surcharge agreement. \*Special conditions may warrant extending this period based on economic conditions.

(d) When new extensions from the surcharge area are requested, the person(s) requesting an extension from these facilities will be required to make whatever customer contribution might otherwise

be required for the extension under Part VII (B)(1)(b) and, in addition, will be subject to the surcharge rate for the remaining surcharge period.

(e) When a subsequent area requests service utilizing the facilities of an existing surcharge area, the following regulations will apply:

(1) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge area's surcharge rate would be in excess of the surcharge rate

applicable to the established surcharge area, the subsequent surcharge area will bear only the cost of their new facilities.

(2) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge rate is less than the surcharge rates applicable to the established

surcharge area, the subsequent surcharge area will bear a portion of the remaining unpaid customer contribution of the established surcharge area in addition to its own surcharge allocation as follows:

(2)(a) The cost of the mainline established for the existing surcharge area shall be shared by the subsequent surcharge area up to an amount equal to the existing area surcharge rate if their computed

surcharge is lower than the surcharge for the existing area. This shall be achieved by assigning an unamortized portion of the mainline investment which was required for the existing surcharge area to the

subsequent surcharge area in order to fairly equate the surcharges. The amount of investment cost assigned to the subsequent surcharge area will then be credited to the unamortized amount payable by

the existing surcharge area customers.

(2) The Company will not be required to enlarge its system of mains to meet the demand for gas of a prospective customer or to provide for an appreciable increase in the

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demands of a present customer,

unless in the judgment of the Company, a reasonable rate of return is assured as a result of the expenditure required.

(3) When the Company extends its main to serve new customers, the Company will extend its main, in a manner which, in its judgment, will be most advantageous for rendering service.

(4) Where the customer requires that his meter be placed in a particular location, the customer will be required to pay any additional cost that may result from compliance with the customers request.

(5) A standard Rural Gas Contract must be executed by each customer requesting a pipeline tap. The Company will not make or serve a tap on any federally certificated transmission line, unless, in the

judgment of the Company, a reasonable rate of return can be earned as a result of the expenditure required to construct the tap and serve the customer, without unreasonable consequences to other

customers. In addition, the Company will not make or serve a tap on any other transmission line, field gathering pipeline, or lines to wells which in the Company's opinion, presently contain or may in the

foreseeable future contain undehydrated gas, liquid hydrocarbons, sour gas, or gas that is otherwise not merchantable. The Company may discontinue service whenever it believes reliable service cannot

continue to be provided for any reason, including, but not limited to, water content of the gas furnished. In the event service is suspended or terminated because the Company cannot or believes it cannot

continue to provide safe and reliable service, the Company will be under no obligation to compensate the affected customer(s) for such loss of service. + EXTENSION SURCHARGE AGREEMENT The

undersigned promises to pay to Summit Utilities Arkansas, Inc., a surcharge on his/her/their/its monthly gas bill in consideration of the Company's extension of its facilities into the surcharge area in which

the undersigned resides. The surcharge amount will be \$\_\_\_\_\_ per month. The surcharge will be applied to all monthly billings to the undersigned for a \_\_\_ year period or until the Company recovers

the required customer contribution for the surcharge area, whichever comes first. The surcharge amount will appear as a separate line item on the undersigned's bill. The terms of this Extension Surcharge

Agreement shall be subject to the provisions of the Companys rates and policies.

\_\_\_\_\_ Accepted this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Summit Utilities Arkansas, Inc. By \_\_\_\_\_ VIII.

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**QUALITY OF SERVICE**

<u>QUAL_SERVICE_ID</u>	<u>DESCRIPTION</u>
EQofs2	<p>(A) The following options are available to residential customers to avoid suspension of service during any extended absence over one (1) month:</p> <p>(1) Bills due during the customer`s absence may be paid in advance. The amount of the payment will be based on the prior year`s corresponding usage based on current rates. Any over or under payment by the customer will be applied to the customer`s next bill when he returns. A delayed payment agreement will be available for underpayments.</p> <p>(2) The customer will be given the opportunity to enroll in the Company`s automatic bank draft program. The monthly bill will be paid automatically through the customer`s checking or savings account.</p> <p>(a) This option may be utilized by the customer in conjunction with the Company`s Average Monthly Billing (AMB), which establishes the monthly bill amount for customer`s budgeting purposes during the absence. (3) The customer can arrange to have bills coming due mailed to an alternate address, or to a third party during the absence.</p> <p>(a) Third-party notification does not imply the third party will be responsible for the bill. Normal suspension of service rules will apply in the event bills are not paid.</p> <p>(B) The customer must notify the Company in order to take advantage of any of these extended absence payment plans.</p> <p><b>XII. AVERAGE MONTHLY BILLING</b></p> <p>(A) Residential customers have the option of adopting the Average Monthly Billing plan (AMB) for billing purposes as opposed to the normal billing procedure.</p> <p>(B) OPERATION OF THE AVERAGE MONTHLY BILLING</p> <p>(1) Each month, under the AMB a customer`s bill will be computed by averaging to the nearest dollar, the amount billed to the customers account during the last 12 months, plus or minus one-twelfth of the deferred budget balance. The average bill amount thus derived will be the payment amount for the month.</p> <p>(2) Actual billings will continue to be based upon the appropriate rate schedules, riders, tax factors, and meter readings used to determine consumption. The AMB amount will be identified as a separate item on the customer`s bill so the customer will know the amount to pay. The actual bill amount will also be shown on the bill as a memo item for the customer`s information.</p> <p>(3) The cumulative difference between actual billings and the AMB billings will be carried in a deferred budget balance that will accumulate both debits and credits and will adjust monthly.</p> <p>(4) The monthly payment amount will be automatically reviewed and adjusted each month.</p> <p>(5) In such instances where sufficient billing history is not available, a twelve-month billing history may be estimated.</p> <p>(6) Participation in the AMB will have no effect on the Company`s approved rate schedules or other billing charges used to calculate the customer`s actual monthly billing.</p> <p><b>(C) CUSTOMER QUALIFICATION FOR AVERAGE MONTHLY BILLING PLAN</b></p> <p>(1) The AMB shall be made available to residential customers. The AMB is optional and will be available only on customer request, after an appropriate application for the AMB is completed, submitted and approved by the Company.</p> <p>(2) At the time a customer chooses to participate in the AMB, his account must be current. This means that the current billings must not be past due and no unpaid balance exists. Also, the customer must not have received more than two (2) late fees from the Company within the past twelve (12) months.</p> <p>(3) The customer may discontinue the AMB at any time by notifying the Company. The AMB will be discontinued if the customer requests a disconnect, if an account is final billed, or if the</p>

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customer is turned off for non-payment as a result of past due amounts. Any outstanding balance owed to the Company at the time, including the deferred balance, will be due immediately. A delayed payment plan may be available to qualifying customers. Likewise, any credit due customer shall be applied to the next bill or refunded, as appropriate.

XIII. PROVISIONS FOR LANDLORDS AND TENANTS (A) LANDLORD/TENANT ACCOUNT IDENTIFICATION

(1) The following procedure is used by the Company to identify landlord/tenant accounts:

(a) New service applicants are questioned during the initial application to determine if a landlord/tenant relationship exists.

(b) If Company personnel determine a landlord/tenant relationship exists, then the account will be coded accordingly.

(1) The landlord may be contacted to confirm tenant information. (c) Company personnel may review landlord/tenant accounts periodically to verify landlord/tenant status.

(d) The Company will not be liable for any damage to persons or property resulting from the failure to properly identify a landlord/tenant account.

XIV. MINIMUM HEATING VALUE FOR GAS

(A) The average heating value for gas delivered to customers shall not be less than 975 Btu per cubic foot at 14.73 psia and 60 Fahrenheit.

XV. BASE OR ABSOLUTE GAS PRESSURE

(A) The established absolute pressure base for all deliveries shall be 14.73 psia.

XVI. NORMAL GAUGE PRESSURE FOR GAS

(A) The normal gauge pressure for all deliveries shall be .33 pounds gauge pressure per square inch above 14.4 assumed atmospheric pressure.

XVII. LEAVE ON AGREEMENT

(A) Pursuant to owner/managers request and upon completion and approval of a Leave on Agreement as provided on sheet numbers 38 through 41 herein, the Company agrees to continue to sell and deliver natural gas service to owner/managers rental units identified in the Agreement and the owner/manager agrees to pay Company for all gas service and charges provided for in the Agreement, subject to the terms and conditions of the Agreement.

LEAVE ON AGREEMENT FOR NATURAL GAS SERVICE

This contract and agreement (hereinafter called the Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Summit Utilities Arkansas, Inc., (hereinafter called Company) its successors and assigns, and \_\_\_\_\_, (hereinafter called Customer). Customer represents that it is the owner/manager of the residential or commercial property identified on Attachment A hereto (said property being hereinafter referred to as the rental property), and that the terms and provisions of this Agreement are intended to cover and pertain to said rental property, consisting of a total of \_\_\_\_\_ rental unit(s). Article I Customer hereby requests that Company continue to sell and deliver natural gas service to each of the rental units identified above during any period of time subsequent to the closing of an account for service to a tenant or occupant of any of such rental units, or to the discontinuance or termination of service to any such rental units for any reason whatsoever except the nonpayment of utility bills by either the tenant or customer, and prior to the opening of an account for service to a new tenant or occupant of such rental unit. Customer agrees to be responsible for payment of

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all charges for gas service provided to any and all rental units covered by this Agreement during the aforesaid period of time. Article II A. Company agrees to waive the connection charge on all units identified on Attachment A, provided the gas service is transferred directly to the Customer without interruption. It is understood and agreed to by the Customer that the normal connection fee as approved by the appropriate regulatory authority will apply on units where a service interruption has occurred. B. Customer agrees to pay Company for all gas service and charges provided for in this Agreement in accordance with all rates, tariffs, schedules and charges which have been approved by the prevailing regulatory authority. Both parties understand that the charges provided and set forth in this Agreement may, from time to time, be revised pursuant to order of prevailing regulatory authorities. The parties agree that in the event any charge provided and set forth in this Agreement is so revised, the provisions of this Agreement will automatically be revised in accordance therewith without further action by either party. Article III A. This Agreement shall continue in full force and effect as to all rental units identified herein until terminated by either party by written notice mailed or delivered to the other party at least thirty (30) days prior to the date on which termination of this Agreement is desired. B. In the event the Customer desires additional rental units to be covered by this Agreement or to delete rental units covered by this Agreement from such coverage, Customer agrees to provide notice of such changes to Company in writing. It is agreed that changes in the coverage of this Agreement requested by Customer shall become effective no more than one (1) business day after Customer's written request for such changes is received by Company. Article IV It is understood and agreed that this Agreement and the gas service to be provided by Company hereunder shall be subject to all applicable rules of the prevailing regulatory authorities, and the Company's rates and policies as presently on file with those authorities, as the same may be changed in accordance with the law. Article V This Agreement supersedes any previous Leave On Agreements entered into between Company and Customer with respect to the rental property or units identified herein. Article VI This Agreement shall bind and benefit the successors and assigns of Company and may be assigned by Customer upon written consent of Company.

Summit Utilities Arkansas, Inc.
By: Mailing Address
for Notices Required Mailing Address for Notices Required Herein: Herein:

Table with columns: Date, UNIT NUMBER, PROPERTY DESCRIPTION, ADDRESS, CITY/TOWN, STATE. Includes header information for Summit Utilities Arkansas, Inc. and a 'LEAVE ON AGREEMENT PROPERTY LISTING' section.

EQofS

I. APPLICATIONS FOR OR DISCONTINUANCE OF SERVICE

(A) The Company shall require all customers to execute a deposit-service agreement upon application for gas service or upon the filing of a petition for relief under the United States Bankruptcy Code. Such agreements are not transferable. All customers accepting gas



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service from the Company shall be subject to the rules, regulations and rate schedules applicable.

(B) When gas service is inaugurated or transferred from one location to another, or upon the filing of a petition for relief under the United States Bankruptcy Code the Company shall charge a non-refundable service initiation fee of \$37.00.

(C) When a customer requests the initiation or restoration of service which requires overtime work after normal daily working hours or on weekends and holidays, the customer will be advised of an additional charge which will be based on actual overtime costs involved. An overtime charge shall not apply to work required through no fault of the Customer.

(D) No customer may temporarily discontinue service and thereafter request restoration and continuation of service under his old service agreement but must execute a new agreement. If service is discontinued at the request of the customer and service is suspended during all or a portion of the non-heating season and thereafter restored at the same location for the same occupant, a reconnect charge will become due and payable when service is restored. This charge will be computed on the basis of the applicable customer charge for each month or fraction thereof that service is discontinued. Such charge shall be in addition to the regular service initiation or reconnection fee of \$37.00. Any commercial or industrial customer who discontinues service for any period of time must be considered a new customer for State and Federal regulatory policy purposes when application is made for restoration of service.

(E) The company will not accept orders to discontinue service other than from the person in whose name the account is billed.

#### II. CUSTOMERS FACILITIES AND EQUIPMENT

(A) Gas should be used only in appliances designed for use with natural gas, in compliance with all applicable manufacturing specifications. Vent pipes must be used on water heaters, cook stoves, enclosed type space heaters, or other appliances designed to be vented.

(B) The consumer shall provide a system of piping within his premises for connection to gas appliances. Customers piping system will be installed and maintained in compliance with all federal, state and local laws, codes and regulations. Consumer shall provide an above-ground delivery point in a suitable location, unless otherwise specified by the Company. The normal gauge pressure, at which gas will be supplied through the Company's meter to the customer's piping, will be approximately 5.3 ounces PSIG.

(C) The Company under previously existing regulations has provided service through one master meter to private distribution lines for multiple federal, municipal, or private housing projects and mobile home parks, and has in some cases provided individual meters for such facilities. Bills will be rendered on an individual basis to the individual metered customers, but the customer(s) owning the private distribution line or being served by the private distribution line will be responsible for payment of any differences between gas delivered through the master meter and gas delivered through the sum total of individual meters. All such construction within the above mentioned projects and mobile home parks must meet the requirements of all federal, state and local piping laws before the Company will connect the customer.

#### III. REFUSAL TO SERVE CUSTOMERS

(A) The Company may decline to serve a customer or prospective customer until he has complied with the state and municipal regulations governing the service applied for and the reasonable rules and regulations of the utility.

(B) Until adequate facilities can be provided, the Company may decline to serve an applicant for service or to change materially the service of any customer, if, in its judgement, 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.

(C) The Company may refuse to serve a customer if, in its best judgment, the customer's

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installation or equipment is regarded as hazardous or of such character that satisfactory service cannot be given.

(D) The Company may refuse to serve individual mobile homes and house trailers if the trailer does not have a firm foundation which will not permit it to rock or move thereby cracking or parting the connecting pipe or facilities. None of the weight of the trailer may be carried on the wheels or springs. All piping and appliance installations in trailers must be made in compliance with applicable laws, codes, and ordinances governing such installations.

(E) The Company may decline to serve any applicant who is indebted to the Company for gas utility service; provided, however, that in the event the indebtedness of the applicant for service is in dispute, 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 the deposit until repaid at the rate prescribed by law or order of the Commission.

(F) 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 gas utility service for the customer at other premises.

## IV. DISCONTINUANCE OF SERVICE

(A) The Company reserves the right to shut off the gas at any time and to remove its property from the premises for any of the following reasons:

(a) for tests or repairs

(b) for non-payment of bills for gas utility service when due, after required notice has been given

(c) for incorrect representation of facts in application for service, after required notice has been given

(d) for failure to make or increase the cash deposit when required by the Company, after required notice has been given

(e) for reselling gas in violation of the Company's Standard Rules and Regulations, after required notice has been given

(f) for placing or permitting the placing of any by-pass around any meter or service line; or for tampering; or permitting tampering with same

(g) for permitting pipes, or appliances owned or used by the customer to leak or otherwise permit the escape or waste of gas, after required notice has been given

(h) for failure to comply with the Rules and Regulations of the Company, after required notice has been given

(i) failure to pay the applicable connect charge, after required notice has been given

(j) on order of municipal authorities having jurisdiction; or

(k) when checks received from customer for amounts past due or for the required deposit are repeatedly not honored when presented to the bank for payment, then service may be discontinued without advance notice.

(B) 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 diligently tried to induce the customer to comply with its rules and regulations, or to pay amounts due the Company. Service may be discontinued after five (5) days written notice shall have been given to the customer by the Company in the manner provided for in Paragraph IV (D). Prior notice of disconnection shall not be required for fraudulent, negligent, or unlawful use of the commodity or service detected, or where a dangerous condition is found to exist on a customer's premises.

(C) The customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service; provided, however, that payment at Company's office within four hours of the time of actual disconnection or turning off of

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service shall not affect the right to disconnect or turn off service for non-payment. Whenever the Company dispatches an employee to the premises of any customer for the purpose of discontinuing service for non-payment, and such payment arrangements are made that do not result in actually disconnecting or turning off of service, a fee of \$16.00 shall be added to and collected as a part of such delinquent account to cover, in part, the cost to the Company of dispatching such employee to the customer's premises. A \$15.00 charge may also be added to an account and collected to recover cost for reprocessing any check that has been returned to the Company by the bank by reason of insufficient funds on deposit. Whenever service has actually been disconnected on account of the failure of the customer to pay such delinquent account, or for any other reason without fault of the utility if the customer desires the service to be reconnected, the Company shall require the customer to pay a reconnection charge of \$37.00.

(D) Notice of delinquency shall be construed to be given to the customer when a copy of such notice is left with such customer, or left at the premises where service is required, or posted in the United States mail addressed to the customer's last known post office address except as specified in (H) and (I) below.

(E) The Company shall not be liable for any damage to persons or property resulting from the discontinuance of gas service after having given the required notice. Arrangement satisfactory to the Company for the continuance of service on account of serious illness or other causes shall be made by the customer prior to the expiration of the notice period.

(F) When, at the customer's request, the Company changes the location at which service is rendered the gas consumed at the new and old locations, for the purposes of billing, shall be combined. The change of the location to which service is rendered shall not be deemed to affect the rights of the Company with regard to the application of deposit or discontinuance of service for non-payment of the account.

(G) The fact that the Company has a cash deposit from a customer shall not in any manner affect the right of the Company to discontinue service to that customer for the non-payment of amounts past due regardless of the fact that the deposit is in excess of the amount past due.

(H) Termination of service to Elderly Persons, Handicapped Persons, and Persons with Serious Illnesses

(1) Definitions

(a) Elderly person. A person who is 60 years of age or older.

(b) Handicapped. A handicapped person is any residential customer:

(i) who has any permanent severe physical or mental impairment which substantially limits his ability to pay for utility service; and

(ii) who is certified as being physically or mentally disabled by a physician, licensed psychologist, by the United States Veterans Administration, the Social Security Administration, the appropriate governmental agency, or a local regional mental health center.

(c) Serious illness includes serious injury not amounting to a handicap.

(2) Special Provision for the Elderly and Handicapped Each utility shall file with the Commission, for its approval, procedures the utility will follow to insure the protection of elderly and handicapped customers. In addition, each utility shall keep records of all delinquent accounts of elderly or handicapped customers and the disposition of these accounts. Protection procedures shall include:

(a) Identification of eligible households.

(b) Personal contact by telephone or in person by utility personnel to arrange installment of deferred payment of any delinquency.

(c) Notification of right to third-party notice before termination of service.

(d) Assistance to customers wishing to make arrangements with state or local social service agencies for payment for service. The procedures may require elderly and handicapped persons

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to disclose information and furnish documents in connection with the status claimed on an annual basis. If a customer provides false information to the utility in order to claim an exemption under this Rule, it shall be grounds for termination. Customers establishing eligibility to claim an exemption as elderly or handicapped shall be presumed to retain this status for one (1) year after the date eligibility is established. Eligibility related to income level and ability to pay for utility service shall be reestablished annually.

(3) Delay of Termination on Grounds of Serious Illness

(a) A utility shall postpone termination of service to a residential customer, or reconnect previously terminated service, for a reasonable time up to thirty (30) days if the customer presents a certificate from a physician stating it is likely that termination of service will either aggravate a serious illness or give rise to a substantial risk of death or a grave impairment of the health of the customer, of a member of the customer's family, or of another permanent resident of the premises where service is rendered. The certificate shall identify the medical emergency, specify the effect of termination of service, and specify the time during which termination of service will aggravate the illness. The utility may, at its expense, obtain an additional medical report or certificate from a physician of its choice and may rely on that opinion and in reliance on that opinion terminate service five days after mailing an additional notice of termination to the customer. Failure of customer without good cause to attend the company-scheduled medical appointment shall be sufficient reason for termination of service by the utility. A customer, his physician, or a nurse, nurse practitioner, physician's assistant, or a public or private agency providing physical or mental health care services may notify the utility of a serious illness in person, by telephone, or by letter. The customer shall have seven (7) days from the date of notification to present the certificate. Notice by telephone shall be subject to verification by the utility.

(b) The thirty-day postponement may be extended one time by renewal by notice as above and renewal of the certificate by a physician as above.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(4) Delay of Termination for Elderly and Handicapped Persons

(a) Residential utility service shall not be terminated and, if previously terminated shall be reconnected, during the months of November through March for elderly and handicapped customers of the utility, provided that service may be terminated if such customers fail to pay at least one-half of the amount billed for service either as they fall due or pursuant to delayed payment agreement. Any balance due for service during these months shall be made in the months of April through October in installments agreed upon by the customer and the utility. If, during the months of April through October, a customer fails to pay the deferred balance due for service from November to March, the utility shall not be obligated to refrain from terminating or to reconnect service during the next November through March time period. Residential gas air condition service to such customers shall not be terminated on a day when the National Weather Service forecasts between 5:00 a.m. and 8:00 a.m. a maximum temperature for that day of 95 degrees Fahrenheit, or higher. (b) At least 72 hours prior to the proposed termination of residential service to an elderly or handicapped person, a utility shall personally contact the customer, a person living in this household, or any other person or agency designated by the elderly or handicapped person to receive notice in person or by telephone during the utility's normal, working hours or between 9:00 a.m.

EQofS1 and 4:00 p.m. on Saturdays and holidays that termination of service is imminent and that steps can be taken to avoid termination. This notice shall include an explanation of the procedures available under this or other applicable rules. If none of these parties is contacted on the

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first attempt, a second attempt shall be made and may take place between 6:00 a.m. and 10:00 P.M.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(I) Notice of Termination to Tenants

(1) For the purposes of this rule, landlord means the owner, agent, manager, or lessor of premises intended primarily for residential use for which he receives lease or rent payments which include amounts for utility service.

(2) Each utility shall file with the Commission procedures for identifying accounts where service is rendered at an address different from the mailing address of the bill. Such procedures may include requiring landlords to identifying themselves as such and to identify their tenants by name, address, and account number. Absent such identification, the utility shall not be required to treat a customer as a tenant unless it has actual knowledge or information that reliably indicates that the person to whom service is rendered is a tenant.

(3) The utility shall not disconnect service to such an account for nonpayment of the bill until the following actions have been taken:

(a) When a termination notice has been sent to the landlord, if no response is received by the utility within seven (7) days, notice shall also be sent to the affected tenants or shall be posted in conspicuous locations such as near mail boxes, building entrances and exits, and other areas of common usage.

(b) If a landlord fails to pay for service to a tenant a utility shall not terminate service to the tenant until at least thirty (30) days have elapsed from the date of the delinquency, and, after being notified of the delinquency the tenant has not paid for service provided after the date of notification or made arrangements with the utility to do so.

(c) Where feasible the utility shall offer the tenant the opportunity to apply for service in his own name. If such service is not feasible or if the tenant declines to apply for such service, the utility may terminate service as provided in Paragraph IV (B). If the tenant chooses to take service in his own name, termination shall thereafter be governed by other appropriate provisions of this rule.

(d) Where premises are master-metered and a tenant and the utility are unable to agree upon payments to be made by the tenant for service, the utility shall petition the Commission for an immediate informal resolution or formal hearing to resolve the dispute.

(4) A utility shall not attempt to recover from a tenant or condition service to a tenant on the payment of any amounts owed by the landlord to the utility.

#### V. CUSTOMER DEPOSITS

(A) The Company may require, with each service application from any customer or any prospective customer, a cash deposit to guarantee payment of bill. This required deposit shall not exceed an amount equivalent to two estimated average bills when payment is due after the service is rendered. The Company shall pay interest on the deposit at the rate prescribed by law or order of the Commission. When service is discontinued by the Company for any reason other than for repairs, the Company may apply such deposit to the payment of all charges authorized under these Rules and Regulations. Interest will not accrue on deposits when they become Inactive. The Company shall pay interest on deposits annually in January of each year and upon return of the deposit to the customer.

(B) Interest shall not accrue on any cash deposit after the date the Company has made a bona fide effort to return such deposit to the depositor. The Company shall keep in its records evidence of its efforts to return such deposit.

(C) A new or additional deposit may be required upon reasonable written notice of the need of such a requirement in any case where a deposit has been refunded or is found to be inadequate as above provided for, or as provided by the applicable provisions of the Commission's Rules,

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as they may be in effect from time to time. The service of any customer who fails to comply with these requirements may be disconnected upon five (5) days` written notice.

(D) All charges authorized under these Rules and Regulations shall be due and payable on the same terms and conditions as charges made for gas service and the same procedure for discontinuance of service for such charges may be applied against refunds, if any, due on the customer`s deposits.

(E) Upon the filing of a petition for relief under the United States Bankruptcy Code, the customer will be required to provide a cash deposit in an amount not to exceed two times the maximum estimated bill for the service location.

#### VI. BILLING

(A) Gas supplies will be charged for from the time of turn on until the Company discontinues the supply. Failure on the part of the customer to properly notify the Company when their responsibility for the payment for gas at a premises ceases, shall not relieve the customer from the obligation of paying all bills accruing up to the time proper notification is received by the Company. The customer shall pay for all gas passing through the meter, whether the same be used or wasted through leaks in pipes, apparatus, or otherwise and shall be bound by the true reading of the meter, provided it is in good repair and working order.

(B) Bills rendered for service for less than the standard monthly billing period shall be calculated as follows:

(1) Where meter reading indicates no consumption and the period involved is less than fifteen (15) days, no charge will be made. If the period involved is fifteen (15) days or more, applicable monthly minimum will be charged.

(2) Where meter reading indicates any consumption, regular rate schedules will apply, regardless of period involved. Meter will be read to the nearest hundred cubic feet and bills computed on this basis.

(3) Where consumer changes location within the same distribution plant, the consumption at both locations will be combined for the monthly billing.

(C) All customers of Company which are either,

(1) sixty (60) years of age or older and depend upon a pension or Social Security check as their primary source of income, or

(2) are dependent solely upon a disability income, regardless of age, are eligible to participate in the Company`s FLEX-DATE Payment Plan. Such Plan will extend the due date for payment to the earlier of:

(1) twenty-five (25) days after the current month`s bill date, or

(2) three

(3) work days before the next month`s bill date. Only the extended due date provided by FLEX-DATE will appear on eligible customers` bills. In addition, the Company will waive any otherwise applicable late penalty. Customers shall become Plan participants either upon telephone or form notification to Company, and their participation will be effective for each month of each calendar year thereafter.

(D) Monthly statements will be delivered to the location at which gas is supplied, by an employee of the Company, or posted in the United States mail, unless the customer has directed the Company in writing to send statements to another address. The terms Delivered or Rendered shall not be construed as an obligation on the part of the Company to deliver or render statements to the customer in person, or to other occupants of the premises. Duplicate copies of statements will be furnished upon request, and failure to receive statements for any reason whatsoever, will not entitle customer to further time to pay account, or to a continuation of gas supply if account is over due.

(E) Customers whose facilities are located on pipeline taps which are not centrally odorized will receive monthly statements based on the customers reading of the meter. If the meter is

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not read by the customer, bills will be estimated. The Company will read these meters at least every six (6) months and the difference between the customer readings or the estimated consumption will be billed or credited to the customer's account.

(F) A residential apartment shall be defined as a room or group of rooms which contain a sink and/or cooking facilities and shall be considered a separate apartment for metering and billing purposes. House trailers shall also be considered separate apartments for metering and billing purposes.

(G) Individual residential customer premises shall be metered and billed separately even if under common ownership, and combined metering or billing shall not be permitted. Commercial and industrial premises shall be considered separate when not on the same tract or contiguous tracts of land, or when each is a complete unit not physically integrated with, or essentially a part of, the other or others, and each renders a complete service or produces a finished product. Tracts of land separated by public streets, roads or alleys shall be considered non-contiguous tracts.

(H) The commercial rate schedule of the Company will be applied to the gas used in two or more individual flats or apartments in a dwelling which was originally constructed as, or which has been converted into, a multiple-family building and where the owner has not elected to separately meter the gas used in each individual flat or apartment. Rooming houses without cooking facilities, tourist homes for transients and hotels will be metered and billed as single unit on the commercial rate.

(I) The Company may make a charge of \$5.00 for any special meter reading which it is called upon to make other than on the regular reading date. Where interim meter readings are furnished the owner of premises the Company accepts no responsibility as to the distribution of the monthly bill as between tenants.

(J) Claims for error in statements rendered should be made by the customer as soon as discovered; if the claim is found to be meritorious, the Company will make proper adjustment on the Customer's subsequent bills, or make refund to the customer within a reasonable time.

(K) The Company shall make a test of the accuracy of registration of a meter upon request of a customer. Except as otherwise provided in these rate schedules, if such test shows the meter to be slow or within the tolerance limit as to accuracy of registration, the customer may be required to pay a charge of ten dollars (\$10.00) for each test so made. If the test shows the meter to be fast and in excess of the tolerance limit of accuracy, such test shall be made at the expense of the Company and an adjustment shall be made with the customer. If no such test has been performed within the previous four years for the same customer at the same location, the test is to be performed without charge.

(L) In case a meter ceases to register, the quantity consumed will be estimated from the amount consumed during the corresponding period for the previous year, giving due consideration to weather and other pertinent factors, or by such other method that will be equitable.

#### VIII. GENERAL

The consumer shall use the gas delivered by the Company for his purposes only. The customer shall not, under any circumstances, resell or share with others any gas delivered by the Company. No changes, extensions, or replacement of service pipelines shall be made without the written consent of the Company. No extension whatsoever of customer owned piping shall be made for the purpose of supplying gas to adjacent property, or other person or concerns residing or operating on the premises of the customer. The foregoing natural gas resale prohibition shall not apply to distributors selling compressed natural gas as a motor vehicle fuel. The authorized agent of the Company shall have the right and permission to enter upon the premises of the customer to inspect or test lines, and appliances, to read, change or remove the meter, to turn on and shut off the gas, or to perform other related functions. This right shall not

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be construed as placing any responsibility on the Company to inspect and test the lines or equipment of the customer. No structures shall be erected over the Companys gas lines. In the event any such structure is erected, the customer will be provided the option of either removing the structure or paying the Company the cost of relocating the gas line, including the cost of obtaining alternative easements, if required. The place of delivery of all gas purchased shall be at the outside wall of the first structure being served if the Company has installed or replaced the service line to that point. In all other cases, the place of delivery of all gas purchased shall be at the point of connection to the consumer`s service line from which point all gas delivered shall become the property of the consumer, who shall thereafter be responsible for its passage through the meter and for all damage caused by said gas. The Company shall have no responsibility for any act or omission, and shall have no liability from any cause, downstream of delivery. In case the supply of gas should fail, whether from natural causes, bursting of pipes or accident in any way, the Company shall not be liable for damages, whether direct, special, continuing, exemplary, presumptive, incidental, indirect or consequential, including without limitation, loss of profits, loss of revenue, or loss of production capacity by reason of such failure. The Company shall not be liable in damages for any act or event that is beyond the Companys control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, arrests, wars, blockades, insurrections, riots and epidemics, landslides, lightning, earthquakes, fires, storms, floods and washouts, priority limitation or restraining orders of any governmental authority and civil disturbances, explosions, breakage, accidents, tests, maintenance or repair to machinery, equipment, lines of pipe or other facilities; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits; and any other causes whether of the kind herein enumerated or otherwise. Meters and pipes are likely to freeze in cold weather, and it shall be the duty of each consumer to protect the pipes and the meter or meters from the action of the elements. These Rules and Regulations are made a part and condition of all rate schedules of the Company and all customers served under such schedules shall be subject to these Rules and Regulations. These Rules and Regulations are in addition to Rules and Regulations now established by the Regulatory Body having jurisdiction over these matters.

**IX. STATE AND MUNICIPAL TAXES**

Whenever the State or a municipality imposes upon the Company any sales privilege, occupation, meter, or other special tax, except ad valorem taxes, the Company shall pass the tax on to customers within the jurisdiction of the taxing authority in accordance with provisions set forth in such tax law or ordinance.

**X. LEVELIZED PAYMENT PLAN**

A. Residential customers shall have the option (provided they meet certain qualifications) of adopting the Levelized Payment Plan (LPP) for billing purposes as opposed to the normal billing procedure.

B. Operation of the Levelized Payment Plan Under the LPP a customer`s bill will be computed by summing the most recent twelve months historical volumes and dividing by twelve to arrive at a consumption level. This average consumption level is used to calculate an average bill by applying a pre-calculated factor and applicable tax factor and rounding to the nearest dollar. The average bill amount thus derived will be the monthly payment amount for each of the succeeding six months. Actual billings will continue to be based upon the applicable rates and meter readings obtained to determine consumption. The amount due under the LPP will be identified as a separate item on the customer`s bill so the customer will know the amount to pay. The actual bill amount will also be reflected on the bill as a memo item for the customer`s information. At such time as an account on the LPP becomes delinquent, a late



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payment charge may be assessed against the delinquent amount due under the LPP. The cumulative difference between actual billings and the levelized billings under the LPP will be carried in a deferred balance that will accumulate both debit and credit differences. The monthly payment amount will be automatically reviewed and adjusted six months after the anniversary date. This adjustment will be made to assure that the difference between actual payments and average payments under the LPP will be minimal. The new LPP payment amount will be computed by averaging the sum of the most recent six months actual billings and a projected amount for the next six months. The projected amount will be derived by applying the current residential rate, cost-of-gas adjustment, and applicable tax factor to each of the most recent year`s historical volumes for the corresponding months. This amount will be rounded to the nearest dollar and will be the monthly LPP payment amount for the next six months. On the initial and subsequent anniversary dates a new levelized payment amount is calculated by averaging the nearest dollar, the amount of the deferred balance and the amount derived by applying the current residential rate, cost-of-gas adjustment, and applicable tax factor to each of the most recent twelve months historical volumes. This new LPP amount will then be in effect until the time of the next six-months review. On each subsequent anniversary date a new levelized payment amount will be calculated in this manner. In such instances where sufficient billing history is not available, a twelve-month billing history will be estimated by the local manager. The estimated history will be based on actual billings for those months in which actual billing data is available and estimated for those months in which no such actual billing is available. Participation in the LPP will have no effect on the Company`s approved rate schedules or other billing charges used to calculate the customer`s actual monthly billing.

C. Customer Qualification for Levelized Payment Plan The LPP shall be made available to residential customers only. The LPP is optional and will be available only on customer request, after an appropriate application for the LPP is completed and submitted to the Company`s local business office and subsequently approved. At the time a customer elects to participate in the LPP, his account must be in current status. This means that the current billings must not be past due and no unpaid balance exists on his account. A customer who is unable to bring his account to current status may be placed on the LPP upon approval by the local manager by using the LPP average billing amount plus an additional amount over a specific period of time. Customer may discontinue LPP at any time by notifying the Company. If a customer requests termination, if an account is final billed, or if the customer is terminated by the Company as a result of past due amounts on an account, any outstanding balance owed to the Company at the time, including any differences between billings under the LPP and billings which would have been rendered under normal billing procedures shall be immediately due and payable. Likewise, any credit due customer shall be applied to the next bill.

XI. EXTENDED ABSENCE PAYMENT PLAN

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SERVICE CHARGES

<u>RRC CHARGE NO.</u>	<u>CHARGE ID</u>	<u>CHARGE AMOUNT</u>	<u>SERVICE PROVIDED</u>
303966	MSC001		Connect/Reconnect Charge \$37.00
303967	MSC002		Collection Fee 16.00
303968	MSC003		NSF Check Charge 15.00
303969	MSC004		Special Meter Reading Charge 5.00
303964	MSC005		Meter Accuracy Test 10.00
303965	MSC006		Residential Customer Deposits 75.00* * Up to the maximum amount allowed under the Commissions Rules.

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DESCRIPTION: Distribution Sales STATUS: A  
 EFFECTIVE DATE: 03/23/2023 ORIGINAL CONTRACT DATE: 01/10/2022 RECEIVED DATE: 03/24/2023  
 GAS CONSUMED: N AMENDMENT DATE: 09/01/2022 OPERATOR NO: 829193  
 BILLS RENDERED: Y INACTIVE DATE:

RATE SCHEDULE

SCHEDULE ID	DESCRIPTION
PSIF	<p>Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2022 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.18, based on \$1.00 per service line. It will be collected from April 1, 2022 to April 30, 2022.</p>
TA	<p>3. MUNICIPAL TAX ADJUSTMENT CLAUSE (TA)</p> <p>3.1. The Company will pass on Municipal Taxes to Local Customers by adding to each monthly bill rendered a Local Customer as a separate line item identified as Municipal Franchise Adj, an amount calculated on an equal-per-meter basis determined in accordance with the following:</p> <p>3.1.1. As used herein, the term City Tax, or Municipal Tax, refers to any and all privilege, occupation, franchise meter, gross receipts or other tax or assessment of whatever kind and by whatever name (except ad valorem taxes) now and at any time hereafter levied on, the Company by any Municipality.</p> <p>3.1.2. Municipality refers to the local taxing authority imposing the Municipal Tax, whether city, town, village, unincorporated association, district, county or other authority authorized to impose same under present or future law.</p> <p>3.1.3. Local Customers refers to any and all residential and general service customers in Texas that are within the geographical boundaries or taxing authority of the Municipality; provided, that if a particular tax ordinance or other act imposing the Municipal Tax includes in its taxing impact any service locations that would otherwise not be considered a Local Customer hereunder, then such service will be included in the term Local Customer.</p> <p>3.2. Notwithstanding the above, if a particular tax ordinance or other act imposing the Municipal Tax specifies a method of payment of collection other than on an equal-per-meter basis, then the method so specified shall be utilized provided such method results in the collection of taxes from Local Customers equal to the taxes levied on the Company</p> <p>3.3. The Company, upon receipt of a certified copy of the approved municipal ordinance will initiate the pass-on of any increase or decrease in taxes subject to this clause beginning with the billing cycle immediately following receipt of the ordinance, and upon the availability of customer billing data necessary to initiate or to revise the calculation of the pass-on.</p> <p>3.4. If at any time there is a significant change in any of the above determining factors which will cause an unreasonable over or under collection of Municipal Taxes,</p>

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the Company will adjust the amount collected so that such over or under collection will be minimized.

3.5. APPLICABLE RATE SCHEDULES: Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service Off-Peak (SCS-2) Small Commercial Firm Sales Service`NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

WNA

WEATHER NORMALIZATION ADJUSTMENT (WNA)

4.1. For bills rendered from November 1 through April 30 each year, the applicable margin rates for gas service to customers served under the applicable rate schedules shall be adjusted by a Weather Normalization Adjustment (WNA) to reflect much of the impact of heating degree day variations from normal levels which were used to set rates under the applicable rate schedules.

4.2. In order to calculate the total weather adjustment for the applicable billing cycle, a weather deviation is computed and multiplied by the applicable margin rate. A per Ccf WNA adjustment is calculated by dividing the total weather adjustment by the average Ccf usage per customer for all customers in each billing cycle, using the formula described below. The per Ccf adjustment for each applicable rate schedule is applied to customer`s usage for the billing cycle. The WNA shall be separately identified on customer bills.

4.3. CALCULATION OF WEATHER NORMALIZATION ADJUSTMENT

4.3.1. The WNA is calculated as follows:  $WNA_i = R_i(DDF_i (NDD - ADD)) AAU_i$  Where:  $i$  = Any particular rate classification to which the WNA is to be applied. WNA = Weather Normalization Dollar  
Adjustment per Ccf  $R$  = Applicable Margin Rate  $DDF$  = Degree Day Factor associated with the applicable rate schedule: Residential Service (RS-1) .1536 Small Commercial Sales (SCS-1) (SSO) .5921  $NDD$  = Normal Degree Days during the billing cycle  $ADD$  = Actual Degree Days during the billing cycle  $AAU$  = Average Actual Usage per customer for each billing cycle

4.4. DEFINITIONS

4.4.1. Normal Degree-days: The heating degree-days, which are based on a 30- year average ending June 30, 2015 as are shown on Attachment 1.

4.4.2. Actual Degree Days: The actual heating degree days as published by Weather Services Corporation, or any other nationally recognized third party weather service.

4.4.3. Applicable Margin Rate:

4.4.3.1. The Residential Service (RS-1). The RS-1 WNA marginal rate will use the marginal rate of the residential volumes that are in excess of 15 Ccf. The resulting WNA price will be applicable only to volumes in excess of 15 Ccf.

4.4.3.2. The Small Commercial Sales Service (SCS-1) System Supply Option (SSO). The SCS-1 WNA marginal rate will use a weighted average marginal rate of the November - April SCS-1 SSO

volumes that are in excess of 78 Ccf. The mechanics will be to use the monthly bill

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frequencies to determine the volume in the 79-1,500 Ccf range, the volume in the 1,501-15,000 Ccf range, and the volume above the 15,000 Ccf range. The weighted average margin will be determined by applying the first block margin rate to the 79-1,500 Ccf volumes, the second block margin rate to the volumes in the 1,501-15,000 range, and the third block margin rate to the volumes in the range above 15,000 Ccf, summing those totals and dividing the results by the total volumes in those ranges. The resulting WNA price will only apply to volumes in excess of 78 Ccf.

4.5. APPLICABLE RATE SCHEDULES

Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) System Supply Option (SSO) ATTACHMENT NO. 1 TO WNA TARIFF DAILY NORMAL HDDS FOR WNA BILLING

FOR THE THIRTY YEAR PERIOD ENDED JUNE 30, 2015

Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD	Date HDD
1-Jan 23	1-Feb 21	1-Mar 16	1-Apr 7	1-May 2	1-Jun 0	1-Jul 0	1-Aug 0	1-Sep 0	1-Oct 1	1-Nov 8	1-Dec 17	2-Jan 23	2-Feb 21	2-Mar 16
2-Apr 7	2-May 2	2-Jun 0	2-Jul 0	2-Aug 0	2-Sep 0	2-Oct 1	2-Nov 8	2-Dec 18	3-Jan 23	3-Feb 21	3-Mar 16	3-Apr 7	3-May 2	3-Jun 0
3-Jul 0	3-Aug 0	3-Sep 0	3-Oct 2	3-Nov 8	3-Dec 18	4-Jan 23	4-Feb 21	4-Mar 15	4-Apr 7	4-May 2	4-Jun 0	4-Jul 0	4-Aug 0	4-Sep 0
4-Oct 2	4-Nov 9	4-Dec 19	5-Jan 23	5-Feb 21	5-Mar 15	5-Apr 6	5-May 1	5-Jun 0	5-Jul 0	5-Aug 0	5-Sep 0	5-Oct 2	5-Nov 9	5-Dec 19
6-Jan 23	6-Feb 21	6-Mar 14	6-Apr 6	6-May 1	6-Jun 0	6-Jul 0	6-Aug 0	6-Sep 0	6-Oct 2	6-Nov 9	6-Dec 19	7-Jan 23	7-Feb 21	7-Mar 14
7-Apr 6	7-May 1	7-Jun 0	7-Jul 0	7-Aug 0	7-Sep 0	7-Oct 2	7-Nov 10	7-Dec 20	8-Jan 23	8-Feb 21	8-Mar 14	8-Apr 6	8-May 8	8-Jun 0
8-Jul 0	8-Aug 0	8-Sep 0	8-Oct 2	8-Nov 10	8-Dec 20	9-Jan 23	9-Feb 21	9-Mar 13	9-Apr 6	9-May 1	9-Jun 0	9-Jul 0	9-Aug 0	9-Sep 0
9-Oct 2	9-Nov 10	9-Dec 20	10-Jan 23	10-Feb 20	10-Mar 13	10-Apr 5	10-May 1	10-Jun 0	10-Jul 0	10-Aug 0	10-Sep 0	10-Oct 3	10-Nov 11	10-Dec 20
11-Jan 23	11-Feb 20	11-Mar 13	11-Apr 5	11-May 1	11-Jun 0	11-Jul 0	11-Aug 0	11-Sep 0	11-Oct 3	11-Nov 11	11-Dec 21	12-Jan 23	12-Feb 20	12-Mar 12
12-Apr 5	12-May 1	12-Jun 0	12-Jul 0	12-Aug 0	12-Sep 0	12-Oct 3	12-Nov 11	12-Dec 21	13-Jan 23	13-Feb 20	13-Mar 12	13-Apr 5	13-May 1	13-Jun 0
13-Jul 0	13-Aug 0	13-Sep 0	13-Oct 3	13-Nov 11	13-Dec 21	14-Jan 23	14-Feb 20	14-Mar 12	14-Apr 4	14-May 1	14-Jun 0	14-Jul 0	14-Aug 0	14-Sep 0
14-Oct 3	14-Nov 12	14-Dec 21	15-Jan 23	15-Feb 19	15-Mar 11	15-Apr 4	15-May 1	15-Jun 0	15-Jul 0	15-Aug 0	15-Sep 0	15-Oct 3	15-Nov 12	15-Dec 22
16-Jan 23	16-Feb 19	16-Mar 11	16-Apr 4	16-May 1	16-Jun 0	16-Jul 0	16-Aug 0	16-Sep 0	16-Oct 4	16-Nov 12	16-Dec 22	17-Jan 23	17-Feb 19	17-Mar 11
17-Apr 4	17-May 1	17-Jun 0	17-Jul 0	17-Aug 0	17-Sep 0	17-Oct 4	17-Nov 13	17-Dec 22	18-Jan 23	18-Feb 19	18-Mar 11	18-Apr 3	18-May 0	18-Jun 0
18-Jul 0	18-Aug 0	18-Sep 0	18-Oct 4	18-Nov 13	18-Dec 22	19-Jan 22	19-Feb 18	19-Mar 10	19-Apr 3	19-May 0	19-Jun 0	19-Jul 0	19-Aug 0	19-Sep 0
19-Oct 4	19-Nov 13	19-Dec 23	20-Jan 22	20-Feb 18	20-Mar 10	20-Apr 3	20-May 0	20-Jun 0	20-Jul 0	20-Aug 0	20-Sep 0	20-Oct 5	20-Nov 14	20-Dec 23
21-Jan 22	21-Feb 18	21-Mar 10	21-Apr 3	21-May 0	21-Jun 0	21-Jul 0	21-Aug 0	21-Sep 0	21-Oct 5	21-Nov 14	21-Dec 23	22-Jan 22	22-Feb 18	22-Mar 10
22-Apr 3	22-May 0	22-Jun 0	22-Jul 0	22-Aug 0	22-Sep 0	22-Oct 5	22-Nov 14	22-Dec 23	23-Jan 22	23-Feb 18	23-Mar 10	23-Apr 3	23-May 0	23-Jun 0
23-Jul 0	23-Aug 0	23-Sep 0	23-Oct 5	23-Nov 14	23-Dec 23	24-Jan 22	24-Feb 17	24-Mar 9	24-Apr 2	24-May 0	24-Jun 0	24-Jul 0	24-Aug 0	24-Sep 0
24-Oct 5	24-Nov 15	24-Dec 23	25-Jan 22	25-Feb 17	25-Mar 9	25-Apr 2								

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25-May 0 25-Jun 0 25-Jul 0 25-Aug 0 25-Sep 1 25-Oct 6 25-Nov 15 25-Dec 24 26-Jan 22  
26-Feb 17 26-Mar 9 26-Apr 2 26-May 0 26-Jun 0 26-Jul 0 26-Aug 0 26-Sep 1 26-Oct 6  
26-Nov 16 26-Dec 24 27-Jan 22 27-Feb 17 27-Mar 9 27-Apr 2 27-May 0 27-Jun 0 27-Jul  
0 27-Aug 0 27-Sep 1 27-Oct 6 27-Nov 16 27-Dec 24 28-Jan 21 28-Feb 17 28-Mar 9 28-  
Apr 2 28-May 0 28-Jun 0 28-Jul 0 28-Aug 0 28-Sep 1 28-Oct 7 28-Nov 16 28-Dec 24 29-  
Jan 21 29-Feb 17 29-Mar 8 29-Apr 2 29-May 0 29-Jun 0 29-Jul 0 29-Aug 0 29-Sep 1 29-  
Oct 7 29-Nov 17 29-Dec 24 30-Jan 21 30-Mar 8 30-Apr 2 30-May 0 30-Jun 0 30-Jul 0  
30-Aug 0 30-Sep 1 30-Oct 7 30-Nov 17 30-Dec 24 31-Jan 21 31-Mar 8 31-May 0 31-Jul 0  
31-Aug 0 31-Oct 7 31-Dec 24 Normal year 696 540 358 126 21 0 0 0 6 121 368 668 Leap  
year 557 685

**EECR**

5. ENERGY EFFICIENCY COST RECOVERY RIDER (EECR)  
5.1. The Energy Efficiency Cost Recovery Rider (EECR) shall be the amount charged to Summit Utilities Arkansas customers residing or located in Texarkana, Arkansas under Arkansas tariff Rider Schedule No. 5 Energy Efficiency Cost Recovery Rider (EECR).  
5.2. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service`Off-Peak (SCS-2) Small Commercial Firm Sales Service`NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

**RS-1**

1. RESIDENTIAL FIRM SALES SERVICE (RS-1)  
1.1. AVAILABILITY  
1.1.1. This rate is available to any consumer where gas is delivered to an individually metered, single, private dwelling and its appurtenances, the major use of which is for household appliances, and for the personal comfort and convenience of those persons residing therein. This rate schedule is not available for any dwelling used principally for commercial purposes. Natural gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby service is not available under this rate schedule.  
1.2. RATES  
1.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows:(a) Monthly Customer Charge -- \$10.75. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service. (b) Distribution Rate: First 15 Ccf at \$0.45335 per Ccf Over 15 Ccf at \$0.36576 per Ccf (c) Gas Supply Rate - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Companys Gas Supply Rate Rider. (d) WNA Rider will be applicable only to volumes in excess of 15 Ccf per month.  
1.3. MINIMUM CHARGE  
1.3.1. Monthly Customer Charge -- \$10.75. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.  
1.4. RIDERS

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1.4.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule: Rider Identification on Name Description Customer Bills TA Municipal Tax Adjustment Municipal Franchise Adj WNA Weather Normalization Adjustment Weather Normalization Adj EECR Energy Efficiency Cost Recovery Rider EE Cost Rate

1.4.2. Service will be rendered under this rate schedule until service is discontinued to customer or the schedule is superseded.

1.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

1.5.1. The Company`s Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

GL-1

4. UNMETERED GAS LIGHT FIRM SALES SERVICE (GL-1)

4.1. AVAILABILITY

4.1.1. This rate schedule is available at points of adequate capacity and suitable pressure. This rate schedule is available to new or existing customers for unmetered gas, to be used solely for the continuous operation of natural gas lighting fixtures. Service under this rate schedule is offered at the Company`s discretion, and only when metering the lighting fixtures` consumption is not economical.

4.1.2. This rate schedule is applicable to unmetered, continuously burning, natural gas lighting. The natural gas lighting fixture must be equipped with a natural gas or L.P. regulator approved by the Company, capable of regulating Company`s main line pressure down to an appropriate pressure level. Where applicable, the natural gas lighting fixture must also be equipped with an orifice that will restrict gas flow to the appropriate cubic feet per hour input capacity rate, identified in this schedule. Customer is responsible for all natural gas lighting fixture modifications, maintenance, and installation. Company must inspect and approve the lighting fixture, any fixture modifications, and fixture installations, before natural gas service is made available.

4.1.3. Company is responsible for providing a main line tap, cut-off valve, and up to 75 feet of service line per natural gas lighting fixture. Customer will be responsible for the cost of service line installation beyond 75 feet. Company must inspect and approve the natural gas lighting fixture, any fixture modifications, and fixture installation, before natural gas service is made-available. The Ccf to be billed during a billing period shall be calculated using the following procedure: (A) Manufacturers rated input for each gas light in cubic feet per hour; multiplied by (B) the number of lights in installation; multiplied by (C) 7.3.

4.2. RATE

4.2.1. The customer shall be charged in accordance with the currently effective

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residential or commercial rate schedule otherwise applicable to the customer served hereunder.

4.3. MINIMUM CHARGE

4.3.1. The minimum charge rate shall be computed in accordance with the currently effective residential or commercial rate schedule otherwise applicable to the customer served hereunder.

4.4. RIDERS

4.4.1. The applicability of riders shall be in accordance with the currently effective residential or commercial rate schedule otherwise applicable to the customer served hereunder, except for the WNA Rider, which shall not apply, as gas light usage is not affected by weather.

4.4.2. Service will be rendered under this rate schedule until service is discontinued to customer or until the schedule is superseded.

4.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

4.5.1. The Company`s Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

GSR

1. GAS SUPPLY RATE (GSR)

1.1. GAS SUPPLY RATE (GSR) APPLICABILITY AND REQUIREMENTS The charges for gas sales service contained in Companys total billing to sales customers shall include the cost of gas

sold as identified in this Rider. For purposes of this Rider the cost of gas sold shall include the sum of all gas purchased for Companys customers, upstream transportation charges, storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments used by Company to stabilize prices.

1.2. DEFINITIONS

1.2.1. Cost of Gas Sold - For purposes of this clause the cost of gas sold during a month shall be the sum of all gas purchased for the customers, transportation and storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, and any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments to stabilize gas prices.

1.2.2. Lost and Unaccounted for Gas (LUFG) ` For purposes of this clause LUFG will be the portion of the Cost of Gas Sold that is not delivered to sales or transportation customers. LUFG is calculated as purchase volumes less sales volumes. More specifically it will contain Shrinkage, Company Used gas, and Remaining LUFG (RLUFG). Shrinkage is calculated by rate classification at the time of billing and represents a calculation of gas delivered but not measured to customers due to known departures from the Ideal Gas Laws. Company Used Gas is gas measured directly to Company facilities, and RLUFG is total LUFG less Shrinkage and Company Used Gas. Company shall not be allowed to



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recover LUGF in excess of 5%, computed on an annual basis.

1.2.3. Fixed Transportation Charges - Charges incurred for transporting gas to Companys system that do not vary with the volume of gas being transported, including, for example, pipeline Firm Transportation (FT) and No Notice Transportation (NNT) demand and/or reservation fees.

1.2.4. Fixed Storage Charges - Charges incurred for storing gas that do not vary with the volume of gas injected into or withdrawn from storage, including, for example, Firm Storage Service (FSS) demand and/or reservation fees.

1.2.5. Fixed Gas Supply Charges - Charges incurred for the acquisition of gas supply that do not vary with the volume of gas purchased, including, for example, supply demand and/or reservation fees.

1.3. GSR FILINGS

1.3.1. Scheduled GSR Filings: Company shall make two Scheduled GSR Filings each year: a Winter Season GSR and a Summer Season GSR. The Winter Season GSR shall be effective for billings rendered to customers during the months of November through the following March. The Summer Season GSR shall be effective for bills rendered to customers during the months of April through the following October. The Winter Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirement for the period between the effective date of filing and the next Summer Season GSR; and, (2) all of the annual actual cost (true-up or secondary adjustment factor) adjustments and any refund factor adjustments relating to or arising during the immediately preceding 12 months ending August each year. The Summer Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirements for the period between the effective date of the Summer Season GSR and the effective date of its next Winter Season GSR; and, (2) maintaining all of the actual cost of gas adjustment (annual true-up or secondary adjustment) and any refund adjustments.

1.3.2. Unscheduled GSR Filings: Should a projected under or over recovery balance arise during any seasonal GSR period which exceeds ten percent (10%) of the projected annual gas cost per the most recent scheduled GSR filing, then the Company may propose an Unscheduled GSR filing. If an Unscheduled GSR Filing i s made, that filing: (1) must contain rates reflecting the then current estimate of the gas cost revenue requirement for the period from the effective date of such filing to the next scheduled filing, and (2) must maintain all of the actual cost of gas adjustment (annual true-up or secondary adjustment factors) and any refund adjustment factors. The Unscheduled GSR Factor shall remain in effect only until the next scheduled GSR Filing.

1.3.3. Scheduled and any Unscheduled GSR filings shall be filed with the Commission by the last business day of the month immediately preceding the month the proposed new GSR factor will be implemented.

1.4. ALLOCATION OF COSTS

1.4.1. Calculation of Demand Cost Component: Calculating demand costs - The demand

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gas cost revenue requirement component shall be the annual total of the gas costs that do not vary with the actual consumption, such as fixed transportation and storage costs, fixed gas supply charges, and fixed financial charges associated with financial instruments purchased to stabilize prices. Calculating demand cost allocation- The demand cost component of each season's filing shall be calculated by multiplying the total annual projected demand costs by the appropriate allocation factors for those demand costs for the respective RS-1, and the non- TSO SCS customers (defined as the factor representing the peak day demand for the non-TSO SCS-1, non-TSO SCS-2, and non-TSO SCS-3 customers), and LCS customers.

1.4.2. Calculation of Commodity Cost Component: Calculating commodity costs by season - The commodity gas cost revenue requirement component of each season's GSR shall be the sum of all gas cost purchased for sales customers other than demand costs or LUFG costs, such as variable transportation costs, gas supply commodity costs, and the transaction costs associated with the use of futures contracts and options and other prudently incurred costs associated with various financial instruments purchased by Company to stabilize gas supply rates. The commodity gas costs shall include the commodity cost of storage withdrawals and injections. Company will utilize any technique or method it deems reasonable for purposes of estimating the commodity cost component of each seasonal filing. Seasonal commodity cost allocation - the seasonal commodity costs assigned to RS-1 and non-TSO SCS and LCS customers will be determined by multiplying the Seasonal Commodity Cost by the ratio of estimated sales volumes for the respective classes in that season. For purposes of Commodity allocation and the establishment of Commodity rates, the SCS-1, SCS-2, and SCS-3 classes will be combined and considered as one class.

1.4.3. LUFG Allocation: For purposes of LUFG allocation, and the establishment of LUFG rates, the SCS-1, SCS-2, and SCS-3 classes will be combined and considered as one class. For purposes of calculating the allocation percentages only, LUFG-in-Kind will be added to LUFG and will be known as True LUFG. True LUFG will be allocated to the respective rate classes based on the factors established below for each of the components of LUFG: Shrinkage ` for each rate class (including regular sales and TSO customers) shall be determined based on cost causation. Company Used Gas ` shall be determined by the direct measurement of the gas consumed by Company facilities, and allocated to each rate class (including regular sales and TSO customers) based on the ratio of the number of customers in each class and the total for such classes. Remaining LUFG (RLUFG) ` shall be defined as the difference between (a) total True LUFG; and (b) the sum of Shrinkage and Company Used Gas established above. It shall be allocated to the respective customer classes as follows: 55% based on the volumes for the most recent twelve-month-ending August period of the rate classes (including regular sales and TSO customers). 35% based on the demand components for the rate classes

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(including regular sales and TSO customers). 10% based on the annualized number of customers of the rate classes (including regular sales and TSO customers) as of the most recent twelve-month-ending August period. The sum of the allocated LUFG volumes for the three LUFG components will be used to develop an allocation percentage by class to be applied to the LUFG cost.

1.5. RATE CALCULATION RS-1 Customers - The GSR for Residential customers will be a per Ccf rate that is determined by summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the residential class and adding that result to the per Ccf rate determined by dividing the allocated annual costs in Part 1.4.1. by the estimated annual sales volumes. SCS and LCS Customers - The commodity portion of the rate for non-TSO customers will be determined by respectively summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the respective classes. SCS-1, SCS-2, and SCS-3 customers will be combined and considered as one class for purposes of determining the commodity portion of the rate. While the calculation will be made in Ccf, it will be appropriately translated to MMBtu as needed. The demand portion of the rate for LCS non-TSO customers will be charged to the customers based on their assigned CDs in MMBtu. The rate will be determined by dividing the respective classes allocated costs in Part 1.4.1. above by their respective annualized CDs. Since the demand charges are part of an overall non-specific set of upstream contracts, the support for their allocations will be provided in the schedules supporting the filing. Allocation and Demand Rate Calculation for SCS-1, SCS-2, and SCS-3 Customers - The costs allocated to the combined SCS-1, SCS-2, and SCS-3 customer classes will be based on the allocation of costs as described in paragraph 1.4.1. The demand portion of the rate for the non-TSO SCS-1 customers and the non-TSO SCS-2 customers (during the November-March period) will be determined by dividing the costs attributable to the SCS customer class reduced by the anticipated demand revenue paid by SCS-2 class in the summer period (April - October) and further reduced by the demand revenue paid by the SCS-3 class for the entire year (September - August), by the sum of the projected annualized SCS-1 volumes and the projected SCS-2 winter volumes (November-March). The demand portion of the rate for the non-TSO SCS-2 customer class in the summer period (April - October) will be \$0.01984 per Ccf. The demand portion of the rate for the non-TSO SCS-3 customer class will be \$0.04310 per Ccf for the entire period (November - October).

1.6. SPECIAL PROVISION REGARDING TSO CUSTOMERS LUFG costs - Customers under the TSO option may provide LUFG-in-Kind gas volumes. The LUFG-in-Kind (volumetric delivery requirement) for each customers account will be determined based on the most recent twelve-month ended August period and expressed as a percentage of the gas delivered for the customers account at the customers point of consumption. The percentage will be determined by dividing the allocated

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volumes of total LUGF in the respective class (SCS or LCS) by the total estimated sales volumes in their respective class. Assignment of Surcharges to TSO Customers - In the event an LCS-1, SCS-1, or SCS-3 customer changes its supply service election at the end of the contract term from the system supply option (SSO), the amount of the deferred gas cost account attributable to that customer shall be charged or distributed to that customer, whichever is applicable. The charging to or distribution of the deferred gas cost account attributable to that customer shall be removed or added to the deferred gas cost account of the applicable rate schedule.

1.7 DEFERRED PURCHASED GAS COST ACCOUNTS Company shall establish and maintain a Deferred Gas Cost Account(s) in which shall be recorded any over or under recovery resulting from the operation of the GSR procedure. Such over or under recovery by class shall be determined monthly by comparison of the actual Cost of Gas Sold as defined above for each cost month to the gas cost revenue recovery for the same revenue month as the cost month. The accumulated balance of over or under recovered gas costs, plus the carrying charge described below, shall be used to determine the surcharge. The surcharge shall be computed annually by dividing each class cumulative balance over recoveries or under recoveries as of the end of each August by the respective class estimated volumes of sales for the projected twelve-month period. The surcharge shall be filed annually and will be included with the Scheduled Winter Season GSR Filing and shall be rounded to the nearest \$0.0001 per Ccf. The surcharge shall remain in effect until the earlier of: (1) superseded by a subsequent surcharge calculated according to this provision or, (2) the beginning of the second revenue month following the month in which the full recovery or refund is accomplished if such full recovery or refund is accomplished prior to the end of the established recovery period. A carrying charge shall be included in the monthly under or over recovery balance resulting from the monthly comparison of the actual Cost of Gas Sold to the revenue recovery resulting from the application of the prescribed GSR, and a carrying charge shall be included in the monthly under or over recovery balance applicable to the surcharge. The monthly carrying charge shall be determined by multiplying the average of the beginning and ending month balance of under or over recovery for the cost month times the rate of interest applicable to customer deposits.

1.8. DEMAND ALLOCATION It is recognized that over time as customer classifications change or demand levels change, the accuracy of the originally approved demand factors may deteriorate. Company can request a change in the allocation procedures with a minimum three month lead time prior to the filing date for the seasonal filings. Changes under this provision are limited to changes required to restore the accuracy of the originally approved demand factors and shall be not be used by either Company or the applicable regulator to implement changes in allocation methodologies that would normally require a general rate application.

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1.9. REFUND PROVISION If an increase in the cost of gas paid or payable to Company shall be reduced by the final order of a duly constituted regulatory body or the final decree of a court, if appealed thereto, and such increase shall have been reflected in Companys rate to the extent and in the manner specified in this GSR, Company shall report to the Commission the receipt of any refunds resulting from such final order or decree. Thereupon, Company shall submit for the Commissions approval a plan to make equitable disposition of such refund monies to the extent such monies represent increased charges paid by its customers as result of this GSR; provided, however, that if the amount to be refunded to customers hereunder with respect to a particular refund received does not amount to more than one-tenth cent per Ccf, then Company will apply that refund as a credit in its cost of gas computations hereunder for the month in which it receives the refund from its supplier. Nothing in this clause shall be construed to require refunds or a reduction of Companys rate as a result of such an order reducing the cost of gas where the original increase in the cost of gas has not been reflected in Companys billings for its sales to customers under this rate schedule.

1.10. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service ` Off-Peak (SCS-2) Small Commercial Firm Sales Service` NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

CRR23

Summit Utilities Arkansas, Inc.  
Customer Rate Relief Rate Schedule

Applicable to all Sales Customers for the purpose of collecting and remitting customer rate relief charges as authorized by the Railroad Commission of Texas in accordance with Chapter 104, Subchapter I of the Texas Utilities Code and the Commission Financing Order issued in Docket No. OS-21-00007061.

(A) Abbreviations and Definitions

(1) Authority--The Texas Public Finance Authority, together with any successor to its duties and functions.

(2) Bonds or Customer Rate Relief (CRR) Bonds--The Texas Natural Gas Securitization Finance Corporation Customer Rate Relief Bonds, Series 2023 and any additional or different designation or title by which each series of Bonds shall be known as determined by the Issuer Entity.

(3) Ccf and Mcf - For Ccf, one hundred (100) standard cubic feet of gas, where one (1) standard cubic foot of gas is the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen point sixty-five (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit; and, for Mcf, 1,000 standard cubic feet of gas.

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(4) Central Servicer--The entity engaged in accordance with the terms of the Financing Order to, amongst other things, engage the Participating Gas Utilities as collection agents for the purposes of facilitating collection and remittance of CRR Charges by Participating Gas Utilities, and perform the other services required of it under the Servicing Agreement (as defined in the Financing Order).

(5) Commission--The Railroad Commission of Texas, including its staff or delegate.

(6) CRR Charge True-Up Adjustment - A True-Up Adjustment (as defined in the Financing Order).

(7) CRR Charge True-Up Charge Adjustment Letter - A true-up adjustment letter substantially in the form of Exhibit 3 to the Financing Order.

(8) CRR Scheduled Adjustment Date January 1 and July 1 of each applicable year, provided that the CRR Scheduled Adjustment Date and any other deadlines or target dates related thereto, shall be subject to modification prior to the date of the Bonds so as to reflect the terms of the Servicing Agreement.

(9) Customer Rate Relief (CRR) Charge - A nonbypassable charge as defined in Tex. Util. Code 104.362(7).

(10) Financing Order - The order adopted under Tex. Util. Code 104.366 approving the issuance of CRR Bonds and the creation of Customer Rate Relief Property and associated CRR Charges for the recovery of regulatory assets, including extraordinary costs, related financing costs, and other costs authorized by the Financing Order.

(11) Gas Utility - Summit Utilities Arkansas, Inc. and its successors and assignees, an operator of natural gas distribution pipelines that delivers and sells natural gas to the public and that is subject to the Commission's jurisdiction under Tex. Util. Code 102.001, or an operator that transmits, transports, delivers, or sells natural gas or synthetic natural gas to operators of natural gas distribution pipelines and whose rates for those services are established by the Commission in a rate proceeding filed under Chapter 104 of the Utilities Code, within the service area. (12) Irrevocable - The Financing Order, together with the Customer Rate Relief Property as defined by Tex. Util. Code 104.362(8) and the CRR Charges authorized by the Financing Order, are irrevocable and not subject to reduction, impairment, or adjustment by further action of the Commission, except in connection with true-ups authorized by the Financing Order.

(13) Issuer Entity - Texas Natural Gas Securitization Finance Corporation, a Texas nonprofit public corporation established by the Authority, or any successor created pursuant to Tex. Govt Code 1232.1072.

(14) Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and

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CenterPoint Energy Texas Gas; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and any Participating Gas Utility or Successor Utility (as defined in the Financing Order) each of whose Normalized Sales Volumes exceed 2.0% of the total aggregate Normalized Sales Volumes among all Participating Gas Utilities. Any calculation performed in connection with the preceding sentence shall be made on the basis of the most recently reported Normalized Sales Volumes and such calculation shall be performed by the Central Servicer annually no later than one (1) month after Normalized Sales Volumes are reported as regularly scheduled under Paragraph H hereof; provided that the Commission and/or Central Servicer may perform such calculation without any limitation in order to give effect to any merger, acquisition, disposition, divestiture, spin-off or other transaction that would impact a Participating Gas Utility's share of the total aggregate Normalized Sales Volumes. The Commission or the Central Servicer shall promptly thereafter provide written notice to a Participating Gas Utility that subsequently becomes a Large Participating Gas Utility, which change shall take effective beginning on January 1 of the following calendar year.

(15) Nonbypassable - CRR Charges must be paid by all existing or future customers receiving service from a Participating Gas Utility or such gas utility's successors or assigns.

(16) Normalized Sales Volumes -

(a) For Large Participating Gas Utilities: All natural gas volumes projected to be billed for the upcoming twelve (12) month period in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated to calculate the CRR Charges.

(b) For other Participating Gas Utilities: All natural gas volumes billed in the preceding calendar year in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs and normalized according to the methodology utilized in each Participating Gas Utility's application filed in Docket No. OS-21-00007061, Consolidated Applications For Customer Rate Relief and Related Regulatory Asset Determinations In Connection With The February 2021 Winter Storm. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated in order to calculate the CRR Charges.

(17) Participating Gas Utilities - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; Rockin M Gas LLC d/b/a Bluebonnet Natural Gas LLC; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; SiEnergy, LP; Summit Utilities Arkansas, Inc., Texas Gas Service Company, a

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Division of ONE Gas, Inc., excluding the West Texas Service Area; and Universal Natural Gas, LLC d/b/a Universal Natural Gas, Inc. or any Successor Utility (as defined in the Financing Order).

(18) Sales Customer(s) - All active customers taking service under a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs.

(B) APPLICABILITY

This rate schedule sets out the rate, terms and conditions under which the CRR Charge shall be billed and collected by Summit Utilities Arkansas, Inc. Rider Schedule No. 1 Part II, Incorporated and Unincorporated areas of Texarkana, Nash, Redwater, and Wake Village, respectively under the terms of the Financing Order. Each individual Sales Customer is responsible for paying the CRR Charge billed to it in accordance with the terms of this rate schedule. Payment is to be made by an individual Sales Customer to the Participating Gas Utility of which it is a customer. The Participating Gas Utility is obligated to apply amounts collected from customers to pay any outstanding CRR Charges prior to applying such amounts for any other purpose. The Participating Gas Utility, as collection agent, shall remit collections of the CRR Charges to the Indenture Trustee in accordance with the terms of the Financing Order and any servicing or other similar agreement that is contemplated by the Financing Order.

(C) TERM--This rate schedule shall remain in effect until the CRR Charges have been collected and remitted to the Indenture Trustee in an amount sufficient to satisfy all obligations in regard to paying principal and interest on the CRR Bonds together with all other financing costs, bond administrative expenses and other costs as provided in the Financing Order. This rate schedule and the CRR Charge are irrevocable and Nonbypassable.

(D) SALES CUSTOMERS--For the purposes of billing the CRR Charges, all Sales Customers of the Participating Gas Utility's in the Incorporated and Unincorporated areas of the cities of Texarkana, Wake Village, Nash and Redwater shall be assessed the uniform volumetric charge identified below.

(E) CRR CHARGE--The CRR Charge will be a monthly volumetric rate of

- \$0.00/Ccf @14.65
- \$0.00/Ccf @14.73
- \$ 0.00/Ccf @14.95

The CRR Charge is calculated in accordance with and subject to the provisions set forth in the Financing Order and will be adjusted at least annually based upon the CRR Charge true-up adjustment procedure. The CRR Charge shall be included in the Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs.



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Participating Gas Utilities may reflect the CRR Charge according to the delivery pressures defined in Participating Gas Utilities' applicable tariffs. Such delivery pressure specific charges shall be equivalent to the CRR Charge as determined below at 14.65 per square inch, as defined above.

(F) Determination of Customer Rate Relief Charge--The CRR Charge will be adjusted no less frequently than annually, in accordance with the terms of the Servicing Agreement (as defined in the Financing Order), to ensure that the expected collection of CRR Charges is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the CRR Bonds and together with all other financing costs, bond administrative expenses and other costs, as provided in the Financing Order, on a timely basis. The CRR Charge shall be computed according to the formula described below.

Step 1: Determination of Normalized Sales Volumes:

- (A) Total Large Participating Gas Utility Normalized Sales Volumes (Mcf)
- (B) Assumed % of uncollectible sales
- (C) Total Normalized Sales Volumes Billed and Collected:  $(A * (1 - B))$

For the avoidance of doubt, Normalized Sales Volumes are assumed to be calculated without giving effect to volumes anticipated from Participating Gas Utilities making up less than two percent (2.0%) of the total Normalized Sales Volumes of all Participating Gas Utilities.

Step 2: Determination of CRR Charge

- (D) Total CRR Charge Rate Revenue Requirement for Applicable Period
  - (E) CRR Charge per Normalized Sales Volumes (Mcf):  $(D / C)$
- Thereof: CRR Charge for Sales Customers

(G) CRR CHARGE TRUE-UP

Changes to the CRR Charge will be effected through the filing of CRR Charge True-Up Adjustment Letters by the Central Servicer to the Commission as authorized by the Financing Order and in accordance with the Servicing Agreement. Not less than fifteen (15) days prior to each CRR Scheduled Adjustment Date and more frequently as required by the Central Servicer, the Central Servicer will submit the CRR Charge True-Up Adjustment Letter in the form of Exhibit 3 to the Financing Order to ensure that CRR Charge collections are sufficient to make all scheduled payments of CRR Bond principal and interest and meet other Ongoing Financing Costs (as defined in the Financing Order) on a timely basis during the payment period.

In addition to the foregoing, the Central Servicer shall be authorized to file CRR Charge True-Up Adjustment Letters with the Commission that adjust the CRR Charge more frequently (but not more often than quarterly) as required under the provisions of the Servicing Agreement (as defined in the Financing Order).

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(H) CRR CHARGE TRUE-UP PROCEDURE

Summit Utilities Arkansas, Inc. shall annually file with the Commission and the Central Servicer by June 1 of each year its Normalized Sales Volumes; each Large Participating Gas Utility shall include projected volumes for each of the future twelve (12) months beginning July 1, and each other Participating Gas Utility shall include its Normalized Sales Volumes for the prior calendar year. Such filing and/or reporting may be more frequent to the extent required under the Servicing Agreement and applicable Collection and Reporting Arrangements. If Summit Utilities Arkansas, Inc. is a Large Participating Gas Utility, the Participating Gas Utility shall, upon the request of the Central Servicer, provide the Commission and the Central Servicer updated Normalized Sales Volumes for the succeeding twelve (12) month period no later than the fifteenth (15th) day following such request to allow the Central Servicer to make Interim True-Up Adjustments. Each Participating Gas Utility shall have the right to provide the foregoing information to the Central Servicer on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). The Central Servicer shall submit to the Commission and the Participating Gas Utilities, not less than fifteen (15) days prior to the CRR Scheduled Adjustment Date, a CRR Charge True-Up Adjustment Letter applying the CRR Charge True-Up Adjustment based on Normalized Sales Volumes and other mathematical factors and requesting administrative approval from the Commission as provided for in the Servicing Agreement. The Commission's review and approval of the True-Up Adjustment Letter shall be as set forth in the Servicing Agreement (it being understood such review is limited to determining if any mathematical or clerical errors are present in the application of the CRR Charge True-Up Adjustment relating to the appropriate amount of any over-collection or under-collection of CRR Charges and the amount of an adjustment).

If any CRR Charge True-Up Adjustment that is an Interim True-Up Adjustment is necessary, (i) the Central Servicer may request and the Large Participating Gas Utilities shall provide revised Normalized Sales Volumes for each of the immediately succeeding twelve (12) months and related data and (ii) within fifteen (15) days of receipt of such data, the Central Servicer shall file a revision to the CRR Rate Schedule in a True-Up Charge Adjustment Letter setting forth the adjusted CRR Charge to be effective for the upcoming period, in accordance with the Servicing Agreement. Summit Utilities Arkansas, Inc. shall have the right to provide such information on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). A CRR Charge resulting from a true-up adjustment will become effective on the first (1st) billing cycle that is not less than fifteen (15) days following the making of the CRR Charge True-Up Adjustment filing.

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(I) TAXABILITY

The receipt of CRR Charges by a Participating Gas Utility is exempt from state and local sales and use taxes and utility gross receipts taxes and assessments and is excluded from revenue for purposes of franchise tax under Tex. Tax Code 171.1011.

**RATE ADJUSTMENT PROVISIONS**

None

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CUSTOMERS				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42388	N	Ccf	\$.4411	06/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.4411	06/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.4411	06/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.4411	06/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.4411	05/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.4411	05/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.4411	05/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.4411	05/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.4411	04/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.4411	04/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.4411	04/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.4411	04/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42390	N	Ccf	\$.6714	09/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.6714	09/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.6714	09/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.6714	09/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42388	N	Ccf	\$.6714	10/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			

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<b>CUSTOMERS</b>				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42389	N	Ccf	\$.6714	10/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.6714	10/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.6714	10/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42390	N	Ccf	\$.8908	11/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8908	11/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42389	N	Ccf	\$.8908	11/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42388	N	Ccf	\$.8908	11/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42388	N	Ccf	\$.8908	02/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8908	02/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8908	02/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8908	02/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8908	12/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8908	12/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8908	12/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8908	12/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8908	01/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8908	01/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			

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**CUSTOMERS**

<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42390	N	Ccf	\$.8908	01/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8908	01/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.8908	03/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.8908	03/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.8908	03/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.8908	03/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			

**REASONS FOR FILING**

**NEW?: N**

**RRC DOCKET NO: OS-21-00007061**

**CITY ORDINANCE NO: Ord 253-07 & Opertion of Law**

**AMENDMENT (EXPLAIN):**

**OTHER (EXPLAIN): Filing to Comply with Financing Order OS-21-00007061.**

**SERVICES**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>
A	Residential Sales
<u>OTHER TYPE DESCRIPTION</u>	

**PREPARER - PERSON FILING**

**RRC NO: 1312 ACTIVE FLAG: Y INACTIVE DATE:**

**FIRST NAME: Stephanie MIDDLE: LAST NAME: Hammons**

**TITLE: Asc Gn Cnsl, Sr Dir of Rg Afrs**

**ADDRESS LINE 1: 1400 Centerview Dr., Ste 100**

**ADDRESS LINE 2:**

**CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:**

**AREA CODE: 501 PHONE NO: 377-4612 EXTENSION:**

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CURTAILMENT PLAN

<u>PLAN ID</u>	<u>DESCRIPTION</u>
7455	<p data-bbox="282 405 493 430">Curtailement Plan</p> <p data-bbox="282 436 633 462">7.455 Curtailement Standards</p> <p data-bbox="282 468 1422 522">(a) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.</p> <p data-bbox="282 529 1489 638">(1) Balancing authority--The Electric Reliability Council of Texas or other responsible entity that integrates resource plans ahead of time, maintains electricity demand and resource balance within a balancing authority area, and supports interconnection frequency in real time for a power region in Texas.</p> <p data-bbox="282 644 909 669">(2) Commission--The Railroad Commission of Texas.</p> <p data-bbox="282 676 1489 875">(3) Curtailement event--When a gas utility determines that its ability to deliver gas may become inadequate to support continuous service to firm customers on its system and it reduces deliveries to one or more firm customers. For the purposes of this section, an interruption of delivery or service to interruptible gas customers does not constitute a curtailement event. Prior to reducing deliveries to one or more firm customers, a gas utility interrupts deliveries to interruptible customers pursuant to mutually agreed upon contracts and/or tariffs.</p> <p data-bbox="282 882 1396 963">(4) Electric generation facilities--Facilities registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and or backup power systems.</p> <p data-bbox="282 970 1383 1024">(5) Firm or firm deliveries--Natural gas deliveries that are described as firm under a contract or tariff.</p> <p data-bbox="282 1031 1489 1113">(6) Gas utility--An entity that operates a natural gas transmission pipeline system or a local distribution company that is subject to the Commission's jurisdiction as defined in Texas Utilities Code, Title 3.</p> <p data-bbox="282 1119 1463 1228">(7) Human needs customers--Residences, hospitals, water and wastewater facilities, police, fire, military and civil defense facilities, and locations where people may congregate in an emergency, such as schools and places of worship. A human needs customer also includes small commercial customers that cannot practicably be curtailed without curtailing human needs.</p> <p data-bbox="282 1234 1463 1289">(8) Interruptible or interruptible deliveries--Natural gas deliveries that are not described as firm under a contract or tariff.</p> <p data-bbox="282 1295 1477 1587">(b) Applicability. This section takes effect on September 1, 2022. This section applies when any gas utility experiences a curtailement event affecting intrastate service on any of its intrastate natural gas pipelines. When a gas utility experiences a curtailement event, the gas utility shall curtail deliveries according to the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailement plan pursuant to subsection (d) of this section. The curtailement priorities in this section apply to sales of natural gas owned by a gas utility and/or deliveries utilizing a gas utility's transportation capacity. The priorities in this section do not apply to sales of gas owned by an entity that is not a gas utility. The term "deliveries" in this section includes sales and/or transportation service.</p> <p data-bbox="282 1593 477 1619">(c) Priorities.</p> <p data-bbox="282 1625 1463 1707">(1) Unless a gas utility has an approved curtailement plan pursuant to subsection (d) of this section, a gas utility shall apply the following priorities in descending order during a curtailement event:</p> <p data-bbox="282 1713 1408 1768">(A) firm deliveries to human needs customers and firm deliveries of natural gas to local distribution systems which serve human needs customers;</p> <p data-bbox="282 1774 974 1799">(B) firm deliveries to electric generation facilities;</p> <p data-bbox="282 1806 1477 1887">(C) firm deliveries to industrial and commercial users of the minimum natural gas required to prevent physical harm and/or ensure critical safety to the plant facilities, to plant personnel, or the public when such protection cannot be achieved through the use of an</p>

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alternate fuel;

(D) firm deliveries of natural gas to small industrials and regular commercial loads that use less than 3,000 Mcf per day;

(E) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material cannot be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed;

(F) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material can be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed; and

(G) firm deliveries to customers that are not covered by the priorities listed in subparagraphs (A) - (F) of this paragraph.

(2) Deliveries to customers within the same priority on the portion of the system which is subject to curtailment shall be curtailed to the extent practicable on a pro rata basis according to scheduled quantities. If a customer's end-use requirements fall under two or more priorities, then such requirements must be treated separately when applying this schedule of priorities to the extent practicable. Transportation customers have equivalent end-use priorities as sales customers.

(3) When applying the priorities of this section, a gas utility may rely on the representations of its customers and/or their end users regarding the nature of customers' deliveries.

(d) Curtailment plans. Order 489 and any curtailment plan approved by the Commission prior to the effective date of this section is superseded by this section. A gas utility may file its own curtailment plan for approval with the Oversight and Safety Division. A gas utility shall follow the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailment plan on file with the Commission. The first three priorities in any individual curtailment plan must be consistent with the first three priorities listed in subsection (c)(1)(A) - (C) and (2) of this section. A gas utility shall provide to its customers notice of an application for a curtailment plan. A gas utility shall provide notice on the same day the gas utility files its application with the Commission. The gas utility may provide notice by hand delivery, by first class, certified, registered mail, commercial delivery service, electronic methods, or by such other manner as the Commission may require. The notice shall be in the form prescribed by the Commission. The Oversight and Safety Division may administratively approve the curtailment plan if no request for hearing is filed within thirty days of such notice. The Commission shall set the matter for hearing if it receives a timely request for hearing from a customer of the gas utility.

(e) Required tariff filings. Within 90 days of the effective date of this section, each gas utility shall electronically file with the Commission, in the manner prescribed by the Commission, tariffs that shall include either:

(1) the curtailment priorities as specified in this section; or

(2) a curtailment plan approved by the Commission as specified in subsection (d) of this section.

(f) Curtailment emergency contact information. Each gas utility shall maintain current curtailment emergency contact information with the Commission and shall submit curtailment emergency contact information on or before November 1 of each year.



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LINE EXTENSION POLICY

POLICY ID	DESCRIPTION
1249	<p>VII. EXTENSION OF FACILITIES</p> <p>(A) SERVICE LINES AND CONNECTIONS</p> <p>(1) The Company will make, own and maintain all necessary connections with its street mains. Under normal construction conditions, the Company will install up to 100 feet of service line (up to one inch in diameter and capable of a delivery pressure of up to 60 psig) at no cost to the customer. In the event a service line exceeding the diameter and pressure requirements set forth above is needed, or in the event of abnormal construction conditions, such as solid rock, road crossings that require a bore, the need to bore under landscaping, etc., or in regard to the installation of excess flow valves, any additional costs incurred by the Company will be charged to the customer. The Company may waive these charges when it determines that it is economically justifiable to do so. The Company will own, maintain and specify the route of the piping. Access must be granted on customer's property for replacement or repairs of these facilities. The Company may at its option install a service cock and box. The meter location will be determined by the Company. The Company will also set and own the meter and regulator, but all other piping, connections, and appliances for the purpose of utilizing gas shall be furnished and installed by the customer at the customers risk and expense. Customer will pay the cost of any relocation of the Companys facilities that the Company may perform at customers request.</p> <p>(B) MAIN EXTENSIONS</p> <p>(1) Extensions from the Company's distribution lines, will be made under the following conditions and circumstances:</p> <p>(a) Subject to the availability of capital funds, the Company shall construct main extensions from its existing facilities to serve new customers where the cost of the Company's capital investment is economically feasible. Determination of whether a proposed extension is economically feasible shall be made through the use of an economic model that will take into consideration the following factors:</p> <ul style="list-style-type: none"> <li>(1) construction cost estimate</li> <li>(2) non-gas revenue</li> <li>(3) depreciation</li> <li>(4) incremental operating costs</li> <li>(5) any other factors relevant to economic feasibility of the project.</li> </ul> <p>(b) If it is determined that the Companys return on investment (ROI) on the proposed main extension will equal or exceed the Companys cost of funding capital projects, the extension will be made at no cost to the customer. If it is determined that the Companys ROI will be less than the Companys cost of funding capital projects, the customer shall be required to pay an amount sufficient to ensure that the Company is able to earn an ROI equal to its cost of funding capital projects. On such an advance, the Company may enter into an agreement with the customer to refund the customer contribution. Refunds will be based only on changes in the factors considered in the economic model under which the investment was originally made. The Company shall establish, when capital funds are available, such new distribution service where the Company will be reasonably assured of a sufficient number of customers and an annual revenue to justify the capital expenditure. The Company may, however, refuse to extend facilities in the event system design and/or operational considerations so dictate.</p> <p>(c) When the Company is requested to extend its distribution facilities to an area with existing potential users where no contributory capital is available, the Company has the option to provide the necessary capital in the amount equal to the necessary customer contribution to be recovered by a fixed daily surcharge rate applied to each customer account within the boundaries of the</p>

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project for up to five years\* or until the customer contribution is recovered by the Company, whichever comes first. Under this option, the Company will construct and finance the facilities and

recover the customer contribution, in addition to an appropriate interest (or finance charge) assigned to the capital required to fund the customer contribution, through the surcharge rate. If the

customer contribution is not recovered during the pay-back period, the remaining balance of the customer contribution (including interest or finance charge) will be added to and included in the

Company's overall rate base from that point forward. To insure sufficient customer commitment to each project, each customer will be required to sign an Extension Surcharge Agreement and may

be required to make a reasonable customer deposit prior to commencement of construction. Surcharge areas are defined as those areas served by the facilities to be constructed. After the initial

installation of facilities to serve the surcharge area, all subsequent connections which utilize mains from the original surcharge area installation will be subject to the same surcharge rate for the

remaining period of the surcharge agreement. \*Special conditions may warrant extending this period based on economic conditions.

(d) When new extensions from the surcharge area are requested, the person(s) requesting an extension from these facilities will be required to make whatever customer contribution might otherwise

be required for the extension under Part VII (B)(1)(b) and, in addition, will be subject to the surcharge rate for the remaining surcharge period.

(e) When a subsequent area requests service utilizing the facilities of an existing surcharge area, the following regulations will apply:

(1) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge area's surcharge rate would be in excess of the surcharge rate

applicable to the established surcharge area, the subsequent surcharge area will bear only the cost of their new facilities.

(2) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge rate is less than the surcharge rates applicable to the established

surcharge area, the subsequent surcharge area will bear a portion of the remaining unpaid customer contribution of the established surcharge area in addition to its own surcharge allocation as follows:

(2)(a) The cost of the mainline established for the existing surcharge area shall be shared by the subsequent surcharge area up to an amount equal to the existing area surcharge rate if their computed

surcharge is lower than the surcharge for the existing area. This shall be achieved by assigning an unamortized portion of the mainline investment which was required for the existing surcharge area to the

subsequent surcharge area in order to fairly equate the surcharges. The amount of investment cost assigned to the subsequent surcharge area will then be credited to the unamortized amount payable by

the existing surcharge area customers.

(2) The Company will not be required to enlarge its system of mains to meet the demand for gas of a prospective customer or to provide for an appreciable increase in the

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demands of a present customer,

unless in the judgment of the Company, a reasonable rate of return is assured as a result of the expenditure required.

(3) When the Company extends its main to serve new customers, the Company will extend its main, in a manner which, in its judgment, will be most advantageous for rendering service.

(4) Where the customer requires that his meter be placed in a particular location, the customer will be required to pay any additional cost that may result from compliance with the customers request.

(5) A standard Rural Gas Contract must be executed by each customer requesting a pipeline tap. The Company will not make or serve a tap on any federally certificated transmission line, unless, in the

judgment of the Company, a reasonable rate of return can be earned as a result of the expenditure required to construct the tap and serve the customer, without unreasonable consequences to other

customers. In addition, the Company will not make or serve a tap on any other transmission line, field gathering pipeline, or lines to wells which in the Company's opinion, presently contain or may in the

foreseeable future contain undehydrated gas, liquid hydrocarbons, sour gas, or gas that is otherwise not merchantable. The Company may discontinue service whenever it believes reliable service cannot

continue to be provided for any reason, including, but not limited to, water content of the gas furnished. In the event service is suspended or terminated because the Company cannot or believes it cannot

continue to provide safe and reliable service, the Company will be under no obligation to compensate the affected customer(s) for such loss of service. + EXTENSION SURCHARGE AGREEMENT The

undersigned promises to pay to Summit Utilities Arkansas, Inc., a surcharge on his/her/their/its monthly gas bill in consideration of the Company's extension of its facilities into the surcharge area in which

the undersigned resides. The surcharge amount will be \$\_\_\_\_\_ per month. The surcharge will be applied to all monthly billings to the undersigned for a \_\_\_ year period or until the Company recovers

the required customer contribution for the surcharge area, whichever comes first. The surcharge amount will appear as a separate line item on the undersigned's bill. The terms of this Extension Surcharge

Agreement shall be subject to the provisions of the Companys rates and policies.

\_\_\_\_\_ Accepted this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Summit Utilities Arkansas, Inc. By \_\_\_\_\_ VIII.

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QUALITY OF SERVICE

QUAL_SERVICE_ID	DESCRIPTION
QoFS	<p>I. APPLICATIONS FOR OR DISCONTINUANCE OF SERVICE</p> <p>(A) The Company shall require all customers to execute a deposit-service agreement upon application for gas service or upon the filing of a petition for relief under the United States Bankruptcy Code. Such agreements are not transferable. All customers accepting gas service from the Company shall be subject to the rules, regulations and rate schedules applicable. (B) When gas service is inaugurated or transferred from one location to another, at a location where there is an existing meter installation, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of \$48.00. When gas service is inaugurated or transferred from one location to another, at a location where a meter must be installed, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of \$62.00 (C) When a customer requests the initiation or restoration of service which requires overtime work after normal daily working hours or on weekends and holidays, the customer will be advised of an additional charge which will be based on actual overtime costs involved. An overtime charge shall not apply to work required through no fault of the Customer. (D) No customer may temporarily discontinue service and thereafter request restoration and continuation of service under his old service agreement but must execute a new agreement. If service is discontinued at the request of the customer and service is suspended during all or a portion of the non-heating season and thereafter restored at the same location for the same occupant, a reconnect charge will become due and payable when service is restored. This charge will be computed on the basis of the applicable customer charge for each month or fraction thereof that service is discontinued. Such charge shall be in addition to the regular service initiation fee of \$48.00 at a location where there is an existing meter installation or \$62.00 at a location where a meter must be installed or reconnection fee of \$37.00. Any commercial or industrial customer who discontinues service for any period of time must be considered a new customer for State and Federal regulatory policy purposes when application is made for restoration of service. (E) The company will not accept orders to discontinue service other than from the person in whose name the account is billed. (F) The Company may turn on service after normal daily working hours, or on weekends and holidays, in emergency situations requiring immediate initiation of service. When this service</p>

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is offered, the customer will be assessed an additional charge of \$27.00. An after-hours charge shall not apply to work required through no fault of the customer.

## II. CUSTOMERS FACILITIES AND EQUIPMENT

(A) Gas should be used only in appliances designed for use with natural gas, in compliance with all applicable manufacturing specifications. Vent pipes must be used on water heaters, cook stoves, enclosed type space heaters, or other appliances designed to be vented. (B) The customer shall provide a system of piping within his premises for connection to gas appliances. Customers piping system will be installed and maintained in compliance with all federal, state and local laws, codes and regulations. Customer shall provide an above-ground delivery point in a suitable location, unless otherwise specified by the Company. For SCS and LCS customers, vehicle access for meter testing purposes must be provided. The normal gauge pressure, at which gas will be supplied through the Company's meter to the customer's piping, will be as defined in XVI(A). (C) The Company under previously existing regulations has provided service through one master meter to private distribution lines for multiple federal, municipal, or private housing projects and mobile home parks, and has in some cases provided individual meters for such facilities. Bills will be rendered on an individual basis to the individual metered customers, but the customer(s) owning the private distribution line or being served by the private distribution line will be responsible for payment of any differences between gas delivered through the master meter and gas delivered through the sum total of individual meters. All such construction within the above mentioned projects and mobile home parks must meet the requirements of all federal, state and local piping laws before the Company will connect the customer.

## III. REFUSAL TO SERVE CUSTOMERS

(A) The Company may decline to serve a customer or prospective customer until he has complied with the state and municipal regulations governing the service applied for and the reasonable rules and regulations of the utility. (B) Until adequate facilities can be provided, the Company may decline to serve an applicant for service or to change materially the service of any customer, if, in its judgement, 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. (C) The Company may refuse to serve a customer if, in its best judgment, the customer's installation or equipment is regarded as hazardous or of such character that satisfactory service cannot be given. (D) The Company may refuse to serve individual mobile homes and house trailers if the trailer does not have a firm foundation

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which will not permit it to rock or move thereby cracking or parting the connecting pipe or facilities. None of the weight of the trailer may be carried on the wheels or springs. All piping and appliance installations in trailers must be made in compliance with applicable laws, codes, and ordinances governing such installations. (E) The Company may decline to serve any applicant who is indebted to the Company for gas utility service; provided, however, that in the event the indebtedness of the applicant for service is in dispute, 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 the deposit until repaid at the rate prescribed by law or order of the Commission. (F) 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 gas utility service for the customer at other premises.

#### IV. DISCONTINUANCE OF SERVICE

Subject to Commission rules suspending disconnection during an extreme weather emergency (7.460):

(A) The Company reserves the right to shut off the gas at any time and to remove its property from the premises for any of the following reasons:

- (a) for tests or repairs
- (b) for non-payment of bills for gas utility service when due, after required notice has been given
- (c) for incorrect representation of facts in application for service, after required notice has been given
- (d) for failure to make or increase the cash deposit when required by the Company, after required notice has been given
- (e) for reselling gas in violation of the Company's Standard Rules and Regulations, after required notice has been given
- (f) for placing or permitting the placing of any bypass around any meter or service line; or for tampering; or permitting tampering with same
- (g) for permitting pipes, or appliances owned or used by the customer to leak or otherwise permit the escape or waste of gas, after required notice has been given
- (h) for failure to comply with the Rules and Regulations of the Company, after required notice has been given
- (i) failure to pay the applicable connect charge, after required notice has been given
- (j) on order of municipal authorities having jurisdiction; or
- (k) when checks received from customer for amounts past due or for the required deposit are repeatedly not honored when presented to the bank for payment, then service may be discontinued without advance notice.

(B) 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 diligently tried to induce the customer to comply with its rules and regulations, or to pay amounts due the Company. Service may be discontinued after five (5) days written notice shall have been given to the customer by the Company in the

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manner provided for in Paragraph IV (d). Prior notice of disconnection shall not be required for fraudulent, negligent, or unlawful use of the commodity or service detected, or where a dangerous condition is found to exist on a customer's premises. (C) The customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service; provided, however, that payment at Company's office within four hours of the time of actual disconnection or turning off of service shall not affect the right to disconnect or turn off service for non-payment. Whenever the Company dispatches an employee to the premises of any customer for the purpose of discontinuing service for non-payment, and such payment arrangements are made that do not result in actually disconnecting or turning off of service, a fee of \$16.00 shall be added to and collected as a part of such delinquent account to cover, in part, the cost to the Company of dispatching such employee to the customer's premises. A \$15.00 charge may also be added to an account and collected to recover cost for reprocessing any check that has been returned to the Company by the bank by reason of insufficient funds on deposit. Whenever service has actually been disconnected on account of the failure of the customer to pay such delinquent account, or for any other reason without fault of the utility if the customer desires the service to be reconnected, the Company shall require the customer to pay a reconnection charge of \$37.00. (D) Notice of delinquency shall be construed to be given to the customer when a copy of such notice is left with such customer, or left at the premises where service is required, or posted in the United States mail addressed to the customer's last known post office address except as specified in (h) and (i) below. (E) The Company shall not be liable for any damage to persons or property resulting from the discontinuance of gas service after having given the required notice. Arrangement satisfactory to the Company for the continuance of service on account of serious illness or other causes shall be made by the customer prior to the expiration of the notice period. (F) When, at the customer's request, the Company changes the location at which service is rendered the gas consumed at the new and old locations, for the purposes of billing, shall be combined. The change of the location to which service is rendered shall not be deemed to affect the rights of the Company with regard to the application of deposit or discontinuance of service for non-payment of the account. (G) The fact that the Company has a cash deposit from a customer shall not in any manner affect the right of the Company to discontinue service to that customer for the non-payment of amounts past due regardless of the fact that the deposit is in excess of the amount past due. (H) Termination of service to Elderly Persons, Handicapped Persons, and Persons with Serious Illnesses

## (1) Definitions

(a) Elderly. An elderly person is any residential customer aged 65 or older whose total gross income is less than or equal to the median income for Texas families categorized as 65 years and over in Table 19A or successor tables reported in Consumer Income: Money Income and Poverty Status in 1975 of Families and Persons in the United States and the South Region, By Divisions and States (Spring 1976 Survey of Income and Education by the Bureau of Census of the United States Department of Commerce, as most recently published.

(b) Handicapped. A handicapped person is any residential customer:

(i) who has any permanent severe physical or mental impairment which substantially limits his ability to pay for utility service; and

(ii) who is certified as being physically or mentally disabled by a physician,

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licensed psychologist, by the United States Veterans Administration, the Social Security Administration, the appropriate governmental agency, or a local regional mental health center.

(c) Serious illness includes serious injury not amounting to a handicap.

(2) Special Provision for the Elderly and Handicapped Each utility shall file with the Commission, for its approval, procedures the utility will follow to insure the protection of elderly and handicapped customers. In addition, each utility shall keep records of all delinquent accounts of elderly or handicapped customers and the disposition of these accounts. Protection procedures shall include:

(a) Identification of eligible households.

(b) Personal contact by telephone or in person by utility personnel to arrange installment of deferred payment of any delinquency.

(c) Notification of right to third-party notice before termination of service.

(d) Assistance to customers wishing to make arrangements with state or local social service agencies for payment for service. The procedures may require elderly and handicapped persons to disclose information and furnish documents in connection with the status claimed on an annual basis. If a customer provides false information

to the utility in order to claim an exemption under this Rule, it shall be grounds for termination. Customers establishing eligibility to claim an exemption as elderly or handicapped

shall be presumed to retain this status for one (1) year after the date eligibility is established. Eligibility related to income level and ability to pay for utility service shall be reestablished annually.

(3) Delay of Termination on Grounds of Serious Illness

(a) A utility shall postpone termination of service to a residential customer, or reconnect previously terminated service, for a reasonable time up to thirty (30) days if the customer presents a certificate from a physician stating it is likely that termination of service will either aggravate a serious illness or give rise to a substantial risk

of death or a grave impairment of the health of the customer, of a member of the customer's family, or of another permanent resident of the premises where service is rendered. The certificate shall identify the medical emergency, specify the effect of termination of service, and specify the time during which termination of service will aggravate the illness. The utility may, at its expense, obtain an additional medical report or certificate from a physician of its choice and may rely on that opinion and in reliance on that opinion terminate service five days after mailing an additional notice of termination to the customer. Failure of customer without good cause to attend the company-scheduled medical appointment shall be sufficient reason for termination of service by the utility. A customer, his physician, or a nurse, nurse practitioner, physician's assistant, or a public or private agency providing physical or mental health care services may notify the utility of a serious illness in person, by telephone, or by letter. The customer shall have seven (7) days from the date of notification to present the certificate. Notice by telephone shall be subject to verification by the utility.

(b) The thirty-day postponement may be extended one time by renewal by notice as above and renewal of the certificate by a physician as above.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(4) Delay of Termination for Elderly and Handicapped Persons

(a) Residential utility service shall not be terminated and, if previously terminated



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shall be reconnected, during the months of November through March for elderly and handicapped customers of the utility, provided that service may be terminated if such customers fail to pay at least one-half of the amount billed for service either as they fall due or pursuant to

delayed payment agreement. Any balance due for service during these months shall be made in the months of April through October in installments agreed upon by the customer and the utility. If, during the months of April through October, a customer fails to pay the deferred balance due for service from November to March, the utility shall not be obligated

to refrain from terminating or to reconnect service during the next November through March time period. Residential gas air condition service to such customers shall not be terminated

on a day when the National Weather Service forecasts between 5:00 a.m. and 8:00 a.m. a maximum temperature for that day of 95 degrees Fahrenheit, or higher.

(b) At least 72 hours prior to the proposed termination of residential service to an elderly or handicapped person, a utility shall personally contact the customer, a person living in this

household, or any other person or agency designated by the elderly or handicapped person to receive notice in person or by telephone during the utility's normal, working hours or between 9:00 a.m. and 4:00 p.m. on Saturdays and holidays that termination of service is imminent and that steps can be taken to avoid termination. This notice shall include an explanation of the procedures available under this or other applicable rules. If none of these parties is contacted on the first attempt, a second attempt shall be made and may take place between 6:00 a.m. and 10:00 P.M.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(I) Notice of Termination to Tenants

(1) For the purposes of this rule, landlord means the owner, agent, manager, or lessor of premises intended primarily for residential use for which he receives lease or rent payments which include amounts for utility service.

(2) Each utility shall file with the Commission procedures for identifying accounts where service is rendered at an address different from the mailing address of the bill. Such procedures

may include requiring landlords to identifying themselves as such and to identify their tenants by name, address, and account number. Absent such identification, the utility shall not be

required to treat a customer as a tenant unless it has actual knowledge or information that reliably indicates that the person to whom service is rendered is a tenant.

(3) The utility shall not disconnect service to such an account for nonpayment of the bill until the following actions have been taken:

(a) When a termination notice has been sent to the landlord, if no response is received by the utility within seven (7) days, notice shall also be sent to the affected tenants or shall be

posted in conspicuous locations such as near mail boxes, building entrances and exits, and other areas of common usage.

(b) If a landlord fails to pay for service to a tenant a utility shall not terminate service to the tenant until at least thirty (30) days have elapsed from the date of the delinquency, and, after

being notified of the delinquency the tenant has not paid for service provided after the date of notification or made arrangements with the utility to do so.

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(c) Where feasible the utility shall offer the tenant the opportunity to apply for service in his own name. If such service is not feasible or if the tenant declines to apply for such service, the

utility may terminate service. If the tenant chooses to take service in his own name, termination shall thereafter be governed by other appropriate provisions of this rule.

(d) Where premises are master-metered and a tenant and the utility are unable to agree upon payments to be made by the tenant for service, the utility shall petition the Commission for

an immediate informal resolution or formal hearing to resolve the dispute.

(4) A utility shall not attempt to recover from a tenant or condition service to a tenant on the payment of any amounts owed by the landlord to the utility.

## V. CUSTOMER DEPOSITS

(A) The Company may require, with each service application from any customer or any prospective customer, a cash deposit to guarantee payment of bill. This required deposit shall not exceed an amount equivalent to two estimated average bills when payment is due after the service is rendered. The Company shall pay interest on the deposit at the rate prescribed by law or order of the Commission. When service is discontinued by the Company for any reason other than for repairs, the Company may apply such deposit to the payment of all charges authorized under these Rules and Regulations. Interest will not accrue on deposits when they become inactive. The Company shall pay interest on deposits annually in January of each year and upon return of the deposit to the customer.

(B) Interest shall not accrue on any cash deposit after the date the Company has made a bona fide effort to return such deposit to the depositor. The Company shall keep in its records evidence of its efforts to return such deposit.

(C) A new or additional deposit may be required upon reasonable written notice of the need of such a requirement in any case where a deposit has been refunded or is found to be inadequate as above provided for, or as provided by the applicable provisions of the Commission's Rules, as they may be in effect from time to time. The service of any customer who fails to comply with these requirements may be disconnected upon five (5) days' written notice.

(D) All charges authorized under these Rules and Regulations shall be due and payable on the same terms and conditions as charges made for gas service and the same procedure for discontinuance of service for such charges may be applied against refunds, if any, due on the customer's deposits.

(E) Upon the filing of a petition for relief under the United States Bankruptcy Code, the customer will be required to provide a cash deposit in an amount not to exceed two times the maximum estimated bill for the service location.

## VI. BILLING

(A) Gas supplies will be charged for from the time of turn on until the Company discontinues the supply. Failure on the part of the customer to properly notify the Company when their responsibility for the payment for gas at a premises ceases, shall not relieve the customer from the obligation of paying all bills accruing up to the time proper notification is received by

the Company. The customer shall pay for all gas passing through the meter, whether the same be used or wasted through leaks in pipes, apparatus, or otherwise and shall be bound by

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the true reading of the meter, provided it is in good repair and working order.

(B) Bills rendered for service for less than the standard monthly billing period shall be calculated as follows:

(1) Where meter reading indicates no consumption and the period involved is less than fifteen (15) days, no charge will be made. If the period involved is fifteen (15) days or more,

applicable monthly minimum will be charged.

(2) Where meter reading indicates any consumption, regular rate schedules will apply, regardless of period involved. Meter will be read to the nearest hundred cubic feet and bills computed on this basis.

(3) Where customer changes location within the same distribution plant, the consumption at both locations will be combined for the monthly billing.

(C) All customers of Company which are either, (1) sixty (60) years of age or older and depend upon a pension or Social Security check as their primary source of income, or (2) are dependent solely upon a disability income, regardless of age, are eligible to participate in the Company's FLEX-DATE Payment Plan. Such Plan will extend the due date for payment to the earlier of: (1) twenty-five (25) days after the current month's bill date, or (2) three (3) work days before the next month's bill date. Only the extended due date provided by FLEX-DATE

will appear on eligible customers' bills. In addition, the Company will waive any otherwise applicable late penalty. Customers shall become Plan participants either upon telephone or form

notification to Company, and their participation will be effective for each month of each calendar year thereafter.

(D) Monthly statements will be delivered to the location at which gas is supplied, by an employee of the Company, or posted in the United States mail, unless the customer has directed the

Company in writing to send statements to another address. The terms Delivered or Rendered shall not be construed as an obligation on the part of the Company to deliver or render statements

to the customer in person, or to other occupants of the premises. Duplicate copies of statements will be furnished upon request, and failure to receive statements for any reason whatsoever,

will not entitle customer to further time to pay account, or to a continuation of gas supply if account is over due.

(E) Customers whose facilities are located on pipeline taps which are not centrally odorized will receive monthly statements based on the customers reading of the meter. If the meter is not

read by the customer, bills will be estimated. The Company will read these meters at least every six (6) months and the difference between the customer readings or the estimated consumption

will be billed or credited to the customer's account.

(F) A residential apartment shall be defined as a room or group of rooms which contain a sink and/or cooking facilities and shall be considered a separate apartment for metering and billing purposes.

House trailers shall also be considered separate apartments for metering and billing purposes.

(G) Individual residential customer premises shall be metered and billed separately even if under common ownership, and combined metering or billing shall not be permitted. Commercial and

industrial premises shall be considered separate when not on the same tract or contiguous

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tracts of land, or when each is a complete unit not physically integrated with, or essentially a part of,  
the other or others, and each renders a complete service or produces a finished product. Tracts of land separated by public streets, roads or alleys shall be considered non-contiguous tracts.

(H) The commercial rate schedule of the Company will be applied to the gas used in two or more individual flats or apartments in a dwelling which was originally constructed as, or which has been converted into, a multiple-family building and where the owner has not elected to separately meter the gas used in each individual flat or apartment. Rooming houses without cooking facilities, tourist homes for transients and hotels will be metered and billed as single unit on the commercial rate.

(I) The Company may make a charge of \$5.00 for any special meter reading which it is called upon to make other than on the regular reading date. Where interim meter readings are furnished the owner of premises the Company accepts no responsibility as to the distribution of the monthly bill as between tenants.

(J) Claims for error in statements rendered should be made by the customer as soon as discovered; if the claim is found to be meritorious, the Company will make proper adjustment on the Customer's subsequent bills, or make refund to the customer within a reasonable time.

(K) The Company shall make a test of the accuracy of registration of a meter upon request of a customer. Except as otherwise provided in these rate schedules, if such test shows the meter to be slow or within the tolerance limit as to accuracy of registration, the customer may be required to pay a charge of ten dollars (\$10.00) for each test so made. If the test shows the meter to be fast and in excess of the tolerance limit of accuracy, such test shall be made at the expense of the Company and an adjustment shall be made with the customer. If no such test has been performed within the previous four years for the same customer at the same location, the test is to be performed without charge.

(L) In case a meter ceases to register, the quantity consumed will be estimated from the amount consumed during the corresponding period for the previous year, giving due consideration to weather and other pertinent factors, or by such other method that will be equitable.

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VIII. GENERAL

The customer shall use the gas delivered by the Company for his purposes only. The customer shall not, under any circumstances, resell or share with others any gas delivered by the Company. No changes, extensions, or replacement of service lines shall be made without the written consent of the Company. No extension whatsoever of customer owned piping shall be made for the purpose of supplying gas to adjacent property, or other person or concerns residing or operating on the premises of the customer. The foregoing natural gas resale prohibition shall not apply to distributors selling compressed natural gas as a motor vehicle fuel. The authorized agent of the Company shall have the right and permission to enter upon the premises of the customer to inspect or test lines, and appliances, to read, change or remove the meter, to turn on and shut off the gas, or to perform other related functions. This right shall not be construed as placing any responsibility on the Company to inspect and test the lines or equipment of the customer. No structures shall be erected over the Company's gas lines. In the event any such structure is erected, the customer will be

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provided the option of either removing the structure or paying the Company the cost of relocating the gas line, including the cost of obtaining alternative easements, if required. The place of delivery of all gas purchased shall be at the outside wall of the first structure being served if the Company has installed or replaced the service line to that point. In all other cases, the place of delivery of all gas purchased shall be at the point of connection to the customer's service line from which point all gas delivered shall become the property of the customer, who shall thereafter be responsible for its passage through the meter and for all damage caused by said gas. The Company shall have no responsibility for any act or omission, and shall have no liability from any cause, downstream of delivery. In case the supply of gas should fail, whether from natural causes, bursting of pipes or accident in any way, the Company shall not be liable for damages, whether direct, special, continuing, exemplary, presumptive, incidental, indirect or consequential, including without limitation, loss of profits, loss of revenue, or loss of production capacity by reason of such failure. The Company shall not be liable in damages for any act or event that is beyond the Companys control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, arrests, wars, blockades, insurrections, riots and epidemics, landslides, lightning, earthquakes, fires, storms, floods and washouts, priority limitation or restraining orders of any governmental authority and civil disturbances, explosions, breakage, accidents, tests, maintenance or repair to machinery, equipment, lines of pipe or other facilities; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits; and any other causes whether of the kind herein enumerated or otherwise. Meters and pipes are likely to freeze in cold weather, and it shall be the duty of each customer to protect the pipes and the meter or meters from the action of the elements. These Rules and Regulations are made a part and condition of all rate schedules of the Company and all customers served under such schedules shall be subject to these Rules and Regulations. These Rules and Regulations are in addition to Rules and Regulations now established by the Regulatory Body having jurisdiction over these matters.

IX. STATE AND MUNICIPAL TAXES

Whenever the State or a municipality imposes upon the Company any sales privilege, occupation, meter, or other special tax, except ad valorem taxes, the Company shall pass the tax on to customers within the jurisdiction of the taxing authority in accordance with provisions set forth in such tax law or ordinance.

X. LEVELIZED PAYMENT PLAN

A. Residential customers and small commercial customers having less than 500 MMBtu annual usage may have the option of participating in the Levelized Payment Plan (LPP) for billing purposes as opposed to the normal billing procedure.

B. Operation of the Levelized Payment Plan Under the LPP a customer's bill will be computed by averaging to the nearest dollar, the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent

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twelve months historical volumes. The average bill amount thus derived will be the monthly payment amount for each of the succeeding six months. Actual billings will continue to be based upon the applicable rates and meter readings obtained to determine consumption. The amount due under the LPP will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be reflected on the bill as a memo item for the customer's information. The cumulative difference between actual billings and the levelized billings under the LPP will be carried in a deferred balance that will accumulate both debit and credit differences. The monthly payment amount will be automatically reviewed and adjusted six months after the anniversary date. This adjustment will be made to assure that the difference between actual payments and average payments under the LPP will be minimal. The new LPP payment amount will be computed by averaging the sum of the most recent six months actual billings and a projected amount for the next six months. The projected amount will be derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent year's historical volumes for the corresponding months. This amount will be rounded to the nearest dollar and will be the monthly LPP payment amount for the next six months. On the initial and subsequent anniversary dates a new levelized payment amount is calculated by averaging to the nearest dollar, the amount of the deferred balance and the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent twelve months historical volumes. This new LPP amount will then be in effect until the time of the next six-months review. On each subsequent anniversary date a new levelized payment amount will be calculated in this manner. In such instances where sufficient billing history is not available, a twelve-month billing history will be estimated by the local office. The estimated history will be based on actual billings for those months in which actual billing data is available and estimated based on the service address or a similar location for those months in which no such actual billing is available. Participation in the LPP will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's actual monthly billing.

C. Customer Qualification for Levelized Payment Plan No additional customers shall be added to the LPP. The Company will, however, maintain the LPP for those customers participating in the LPP. Customer may discontinue LPP at any time by notifying the Company. If a customer requests termination, if an account is final billed, or if the customer is suspended by the Company as a result of past due amounts on an account, any outstanding balance owed to the Company at the time, including any differences between billings under the LPP and billings which would have been rendered under normal billing procedures shall be immediately due and payable. Likewise, any credit due customer shall be applied to the next bill or refunded, as appropriate.

XI. EXTENDED ABSENCE PAYMENT PLAN

(A) The following options are available to residential customers to avoid suspension of service during any extended absence over one (1) month:

(1) Bills due during the customer's absence may be paid in advance. The amount of the payment will be based on the prior year's corresponding usage based on current rates. Any over or under payment by the customer will be applied to the customer's next bill when he

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returns. A delayed payment agreement will be available for underpayments.

(2) The customer will be given the opportunity to enroll in the Company's automatic bank draft program. The monthly bill will be paid automatically through the customer's checking or savings account.

(a) This option may be utilized by the customer in conjunction with the Company's Average Monthly Billing (AMB), which establishes the monthly bill amount for customer's

budgeting purposes during the absence.

(3) The customer can arrange to have bills coming due mailed to an alternate address, or to a third party during the absence.

(a) Third-party notification does not imply the third party will be responsible for the bill. Normal suspension of service rules will apply in the event bills are not paid.

(B) The customer must notify the Company in order to take advantage of any of these extended absence payment plans.

## XII. AVERAGE MONTHLY BILLING

(A) Residential customers have the option of adopting the Average Monthly Billing plan (AMB) for billing purposes as opposed to the normal billing procedure.

### (B) OPERATION OF THE AVERAGE MONTHLY BILLING

(1) Each month, under the AMB a customer's bill will be computed by averaging to the nearest dollar, the amount billed to the customers account during the last 12 months, plus or minus one-twelfth of the deferred budget balance. The average bill amount thus derived will be the payment amount for the month.

(2) Actual billings will continue to be based upon the appropriate rate schedules, riders, tax factors, and meter readings used to determine consumption. The AMB amount will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be shown on the bill as a memo item for the customer's information.

(3) The cumulative difference between actual billings and the AMB billings will be carried in a deferred budget balance that will accumulate both debits and credits and will adjust

monthly.

(4) The monthly payment amount will be automatically reviewed and adjusted each month.

(5) In such instances where sufficient billing history is not available, a twelve month billing history may be estimated.

(6) Participation in the AMB will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's actual monthly billing.

### (C) CUSTOMER QUALIFICATION FOR AVERAGE MONTHLY BILLING PLAN

(1) The AMB shall be made available to residential customers. The AMB is optional and will be available only on customer request, after an appropriate application for the AMB is completed, submitted and approved by the Company.

(2) At the time a customer chooses to participate in the AMB, his account must be current. This means that the current billings must not be past due and no unpaid balance exists.

(3) The customer may discontinue the AMB at any time by notifying the Company. The AMB will be discontinued if the customer requests a disconnect, if the customer is delinquent

30 or more days, if an account is final billed, or if the customer is turned off for non-payment as a result of past due amounts. Any outstanding balance owed to the Company at

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the time,

including the deferred balance, will be due immediately. A delayed payment plan may be available to qualifying customers. Likewise, any credit due customer shall be applied to the next

bill or refunded, as appropriate.

XIII. PROVISIONS FOR LANDLORDS AND TENANTS

(A) LANDLORD/TENANT ACCOUNT IDENTIFICATION

(1) The following procedure is used by the Company to identify landlord/tenant accounts:

(a) New service applicants are questioned during the initial application to determine if a landlord/tenant relationship exists.

(b) If Company personnel determine a landlord/tenant relationship exists, then the account will be coded accordingly.

(1) The landlord may be contacted to confirm tenant information.

(c) Company personnel may review landlord/tenant accounts periodically to verify landlord/tenant status.

(d) The Company will not be liable for any damage to persons or property resulting from the failure to properly identify a landlord/tenant account.

XIV. MINIMUM HEATING VALUE FOR GAS

(A) The average heating value for gas delivered to customers shall not be less than 975 Btu per cubic foot at 14.73 psia and 60 degrees Fahrenheit.

XV. BASE OR ABSOLUTE GAS PRESSURE

(A) The established absolute pressure base for all deliveries shall be 14.73 psia.

XVI. NORMAL GAUGE PRESSURE FOR GAS

(A) The normal gauge pressure for all deliveries shall be .33 pounds gauge pressure per square inch above 14.4 assumed atmospheric pressure.

XVII. LEAVE ON AGREEMENT

(A) Pursuant to owner/managers request and upon completion and approval of a Leave on Agreement as provided on sheet numbers 36 through 39 herein, the Company agrees to continue to sell and deliver natural gas service to owner/managers rental units identified in the Agreement and the owner/manager agrees to pay Company for all gas service and charges provided for in the Agreement, subject to the terms and conditions of the Agreement.

LEAVE ON AGREEMENT FOR NATURAL GAS SERVICE

This contract and agreement (hereinafter called the Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Summit Utilities Arkansas Inc., (hereinafter called Company) its successors and assigns, and \_\_\_\_\_, (hereinafter called Customer). Customer represents that it is the owner/manager of the residential or commercial property identified on



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Attachment A hereto (said property being hereinafter referred to as the rental property), and that the terms and provisions of this Agreement are intended to cover and pertain to said rental property, consisting of a total of \_\_\_\_ rental unit(s).

Article I

Customer hereby requests that Company continue to sell and deliver natural gas service to each of the rental units identified above during any period of time subsequent to the closing of an account for service to a tenant or occupant of any of such rental units, or to the discontinuance or termination of service to any such rental units for any reason whatsoever except

the nonpayment of utility bills by either the tenant or customer, and prior to the opening of an account for service to a new tenant or occupant of such rental unit. Customer agrees to be responsible for payment of all charges for gas service provided to any and all rental units covered by this Agreement during the aforesaid period of time.

Article II

A. Company agrees to waive the connection charge on all units identified on Attachment A, provided the gas service is transferred directly to the Customer without interruption. It is understood and agreed to by the Customer that the normal connection fee as approved by the appropriate regulatory authority will apply on units where a service interruption has occurred.

B. Customer agrees to pay Company for all gas service and charges provided for in this Agreement in accordance with all rates, tariffs, schedules and charges which have been approved

by the prevailing regulatory authority. Both parties understand that the charges provided and set forth in this Agreement may, from time to time, be revised pursuant to order of prevailing regulatory authorities. The parties agree that in the event any charge provided and set forth in this Agreement is so revised, the provisions of this Agreement will automatically be revised

in accordance therewith without further action by either party.

Article III

A. This Agreement shall continue in full force and effect as to all rental units identified herein until terminated by either party by written notice mailed or delivered to the other party at

least thirty (30) days prior to the date on which termination of this Agreement is desired.

B. In the event the Customer desires additional rental units to be covered by this Agreement or to delete rental units covered by this Agreement from such coverage, Customer agrees to provide notice of such changes to Company in writing. It is agreed that changes in the coverage of this Agreement requested by Customer shall become effective no more than one (1) business

day after Customer's written request for such changes is received by Company.

Article IV

It is understood and agreed that this Agreement and the gas service to be provided by Company hereunder shall be subject to all applicable rules of the prevailing regulatory authorities, and the Company's rates and policies as presently on file with those authorities, as the same may be changed in accordance with the law.

Article V

This Agreement supersedes any previous Leave On Agreements entered into between Company and Customer with respect to the rental property or units identified herein.

Article VI

This Agreement shall bind and benefit the successors and assigns of Company and may be assigned by Customer upon written consent of Company.

GAS SERVICES DIVISION  
GSD - 1 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DS RRC TARIFF NO: 35942

\_\_\_\_\_ Summit Utilities Arkansas, Inc.  
 By: \_\_\_\_\_ By: \_\_\_\_\_  
 Mailing Address for Notices Required Mailing Address for Notices Required Herein: Herein:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 ATTACHMENT A Summit Utilities Arkansas, Inc. LEAVE ON AGREEMENT PROPERTY LISTING Customer  
 \_\_\_\_\_ Date \_\_\_\_\_  
 UNIT NUMBER PROPERTY DESCRIPTION ADDRESS CITY/TOWN STATE \_\_\_\_\_  
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SERVICE CHARGES

RRC CHARGE NO.	CHARGE ID	CHARGE AMOUNT	SERVICE PROVIDED
303973	MSC007		Service Initiation Fee (where there is an existing meter) \$48.00
303974	MSC008		Service Initiation Fee (where a meter must be installed) \$62.00
303975	MSC009		Reconnect Charge \$37.00
303976	MSC010		Collection Fee 16.00
303971	MSC011		NSF Check Charge 15.00
303972	MSC012		Special Meter Reading Charge 5.00
303977	MSC013		Meter Accuracy Test 10.00
303978	MSC014		Residential Customer Deposits * Up to the maximum amount allowed under the Commissions Rules.
303979	MSC015		After-Hours Fee 27.00** The Company may turn on service after normal daily working hours, or on weekends and holidays, in emergency situations requiring immediate initiation of service. When this service is offered, the customer will be assessed an additional charge of \$27.00. An after-hours charge shall not apply to work required through no fault of the customer.

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DESCRIPTION: Distribution Sales STATUS: A  
EFFECTIVE DATE: 03/23/2023 ORIGINAL CONTRACT DATE: 01/10/2022 RECEIVED DATE: 03/24/2023  
GAS CONSUMED: N AMENDMENT DATE: 09/01/2022 OPERATOR NO: 829193  
BILLS RENDERED: Y INACTIVE DATE:

RATE SCHEDULE

SCHEDULE ID DESCRIPTION  
EWNA-T

2. WEATHER NORMALIZATION ADJUSTMENT (WNA-T)  
2.1. For bills rendered from November 1 through April 30 each year, the applicable margin rates for gas service to customers served under the applicable rate schedules shall be adjusted by a Weather Normalization Adjustment (WNA) to reflect much of the impact of heating degree day variations from normal levels which were used to set rates under the applicable rate schedules.  
2.2. In order to calculate the total weather adjustment for the applicable billing cycle, a weather deviation is computed and multiplied by the applicable margin rate.  
A per Ccf WNA adjustment is calculated by dividing the total weather adjustment by the average Ccf usage per customer for all customers in each billing cycle, using the formula described below. The per Ccf adjustment for each applicable rate schedule is applied to customer's usage for the billing cycle. The WNA shall be separately identified on customer bills.  
2.3. CALCULATION OF WEATHER NORMALIZATION ADJUSTMENT  
2.3.1. The WNA is calculated as follows:  $WNA_i = R_i(DDF_i (NDD - ADD)) AAU_i$  Where: i = Any particular rate classification to which the WNA is to be applied.  
WNA = Weather Normalization Dollar Adjustment per Ccf R = Applicable margin rate:  
Residential Service (RS-T-1) \$0.17840 per Ccf Small Commercial Sales (SCS-1) \$0.08552 per Ccf DDF = Degree Day Factor associated with the applicable rate schedule: Residential Service (RS-T-1) .1611 Small Commercial Sales (SCS-1) .6357 NDD = Normal Degree Days during the billing cycle ADD = Actual Degree Days during the billing cycle AAU = Average Actual Usage per customer for each billing cycle  
2.4. DEFINITIONS  
2.4.1. Normal Degree-days: The heating degree-days, which are based on a 30-year average ending December 31, 2001 as are shown on Attachment 1.  
2.4.2. Actual Degree Days: The actual heating degree days as published by Weather Services Corporation, or any other nationally recognized third-party weather service.  
2.5. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-T-1) Small Commercial Firm Sales Service (SCS-1)  
Notes: 1 Applicable margin rate revised from \$0.18470 (GUD 9345) to \$0.17840 (GUD 10765).

PSIF  
Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2022 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.18, based on \$1.00 per service line. It will be collected from April 1, 2022 to April 30, 2022.

ERS-T-1

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**RATE SCHEDULE**

SCHEDULE ID

DESCRIPTION

1. RESIDENTIAL FIRM SALES SERVICE (RS-T-1)  
 1.1. AVAILABILITY  
 1.1.1. This rate is available to any consumer where gas is delivered to an individually metered, single, private dwelling and its appurtenances, the major use of which is for household appliances, and for the personal comfort and convenience of those persons residing therein. This rate schedule is not available for any dwelling used principally for commercial purposes. Natural gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby service is not available under this rate schedule.  
 1.2. RATES  
 1.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows:  
 (a) Monthly Customer Charge -- \$9.421. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.  
 (b) Distribution Rate: First 50 Ccf at \$0.25400 per Ccf 2 Over 50 Ccf at \$0.17840 per Ccf 3 Notes:  
 1 Monthly Customer Charge revised from \$9.75 (GUD 9345) to \$9.42 (GUD 10765).  
 2 Distribution Rate revised from \$0.26300 per Ccf for the first 50 Ccf (GUD 9345) to \$0.25400 for the first 50 Ccf (GUD 10765).  
 3 Distribution Rate revised from \$0.18470 per Ccf over 50 Ccf (GUD 9345) to \$0.17840 per Ccf over 50 Ccf (GUD 10765).  
 (c) Gas Supply Rate - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Companys Gas Supply Rate Rider.  
 1.3. MINIMUM CHARGE  
 1.3.1. Monthly Customer Charge -- \$9.424. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.  
 1.4. RIDERS  
 1.4.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule: Rider Identification on Name Description  
 Customer Bills WNA-T Weather Normalization Adjustment Weather Normalization Adjustment  
 1.4.2. Service will be rendered under this rate schedule until service is discontinued to customer or the schedule is superseded.  
 1.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE  
 1.5.1. The Commission's Special Rules of Practice and Procedure and Substantive Rules and the Company's Standard Rules and Regulations, as the same may Notes: 4 Monthly Customer Charge revised from \$9.75 (GUD 9345) to \$9.42 (GUD 10765). from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

EGSR

1. GAS SUPPLY RATE (GSR)  
 1.1. GAS SUPPLY RATE (GSR) APPLICABILITY AND REQUIREMENTS  
 The charges for gas sales service contained in Arklas total billing to sales customers shall include the cost of gas

## GAS SERVICES DIVISION

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sold as identified in this Rider. For purposes of this Rider the cost of gas sold shall include the sum of all gas purchased for Arklas customers, upstream transportation charges, storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments used by Arkla to stabilize prices.

## 1.2. DEFINITIONS

1.2.1. Cost of Gas Sold - For purposes of this clause the cost of gas sold during a month shall be the sum of all gas purchased for the customers, transportation and storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, and any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments to stabilize gas prices.

1.2.2. Lost and Unaccounted for Gas (LUFG) - For purposes of this clause LUFG will be the portion of the Cost of Gas Sold that is not delivered to sales or transportation customers. More specifically it will contain Shrinkage, Company Used gas, and Remaining LUFG (RLUFG). Shrinkage is calculated by rate classification at the time of billing and represents a calculation of gas delivered but not measured to customers due to known departures from the Ideal Gas Laws. Company Used Gas is gas measured directly to Arkla facilities, and RLUFG is total LUFG less Shrinkage and Company Used Gas. Arkla shall not be allowed to recover LUFG in excess of 5%, computed on an annual basis.

1.2.3. Fixed Transportation Charges - Charges incurred for transporting gas to Arklas system that do not vary with the volume of gas being transported, including, for example, pipeline Firm Transportation (FT) and No Notice Transportation (NNT) demand and/or reservation fees.

1.2.4. Fixed Storage Charges - Charges incurred for storing gas that do not vary with the volume of gas injected into or withdrawn from storage, including, for example, Firm Storage Service (FSS) demand and/or reservation fees.

1.2.5. Fixed Gas Supply Charges - Charges incurred for the acquisition of gas supply that do not vary with the volume of gas purchased, including, for example, supply demand and/or reservation fees.

## 1.3. GSR FILINGS

1.3.1. Scheduled GSR Filings: Arkla shall make two Scheduled GSR Filings each year: a Winter Season GSR and a Summer Season GSR.

The Winter Season GSR shall be effective for billings rendered to customers during the months of November through the following March. The Summer Season GSR shall be effective for bills rendered to customers during the months of April through the following October. The Winter Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirement for the period between the effective date of filing and the next Summer Season GSR; and, (2) all of the annual actual cost (true-up or secondary adjustment factor) adjustments and any refund factor adjustments relating to or arising during the immediately preceding 12 months ending August each year. The Summer

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Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirements for the period between the effective date of the Summer Season GSR and the effective date of its next Winter Season GSR; and, (2) maintaining all of the actual cost of gas adjustment (annual true-up or secondary adjustment) and any refund adjustments.

1.3.2. **Unscheduled GSR Filings:** Should a projected under or over recovery balance arise during any seasonal PGA period which exceeds ten percent (10%) of the projected annual gas cost per the most recent scheduled PGA filing, then the Company may propose an **Unscheduled PGA filing**. If an **Unscheduled PGA Filing** is made, that filing: (1) must contain rates reflecting the then current estimate of the gas cost revenue requirement for the period from the effective date of such filing to the next scheduled filing, and (2) must maintain all of the actual cost of gas adjustment (annual true-up or secondary adjustment factors) and any refund adjustment factors. The **Unscheduled PGA Factor** shall remain in effect only until the next scheduled PGA Filing.

1.3.3. **Scheduled and any Unscheduled GSR filings** shall be filed with the Commission by the last business day of the month immediately preceding the month the proposed new GSR factor will be implemented.

1.4. **ALLOCATION OF COSTS**

1.4.1. **Calculation of Demand Cost Component:** Calculating demand costs - The demand gas cost revenue requirement component shall be the annual total of the gas costs that do not vary with the actual consumption, such as fixed transportation and storage costs, fixed gas supply charges, and fixed financial charges associated with financial instruments purchased to stabilize prices. Calculating demand cost allocation- The demand cost component of each season's filing shall be calculated by multiplying the total annual projected demand costs by the appropriate allocation factors for those demand costs for the respective RS-1, and the non-TSO SCS, and LCS customers.

1.4.2. **Calculation of Commodity Cost Component:** Calculating commodity costs by season - The commodity gas cost revenue requirement component of each season's GSR shall be the sum of all gas cost purchased for sales customers other than demand costs or LUGF costs, such as variable transportation costs, gas supply commodity costs, and the transaction costs associated with the use of futures contracts and options and other prudently incurred costs associated with various financial instruments purchased by Arkla to stabilize gas supply rates. The commodity gas costs shall include the commodity cost of storage withdrawals and injections. Arkla will utilize any technique or method it deems reasonable for purposes of estimating the commodity cost component of each seasonal filing. **Seasonal Commodity Cost Allocation** - the seasonal commodity costs assigned to RS-1 and non-TSO SCS and LCS customers will be

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determined by multiplying the Seasonal Commodity Cost by the ratio of estimated sales volumes for the respective classes in that season. For purposes of Commodity allocation and the establishment of Commodity rates, the SCS-1 class will be combined and considered as one class.

1.4.3. LUFG Allocation: For purposes of LUFG allocation, and the establishment of LUFG rates, the SCS-1 class will be combined and considered as one class. LUFG will be allocated to the respective rate classes based on the factors established below for each of the components of LUFG: Shrinkage ` for each rate class (including regular sales and TSO customers) shall be determined based on cost causation. Company Used Gas ` shall be determined by the direct measurement of the gas consumed by Arkla facilities, and allocated to each rate class (including regular sales and TSO customers) based on the ratio of the number of customers in each class and the total for such classes. Remaining LUFG (RLUFG) ` shall be defined as the difference between (a) total LUFG; and (b) the sum of Shrinkage and Company Used Gas established above. It shall be allocated to the respective customer classes as follows: 55% based on the volumes for the most recent twelve-month-ending August period of the rate classes (including regular sales and TSO customers). 35% based on the demand components for the rate classes (including regular sales and TSO customers). 10% based on the annualized number of customers of the rate classes (including regular sales and TSO customers) as of the most recent twelve-month-ending August period.

1.5. RATE CALCULATION RS-1 Customers - The GSR for Residential customers will be a per Ccf rate that is determined by summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the residential class and adding that result to the per Ccf rate determined by dividing the allocated annual costs in Part 1.4.1. by the estimated annual sales volumes. SCS and LCS Customers - The commodity portion of the rate for non-TSO customers will be determined by respectively summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the respective classes. SCS-1 customers will be combined and considered as one class for purposes of determining the commodity portion of the rate. While the calculation will be made in Ccf, it will be appropriately translated to MMBtu as needed. The demand portion of the rate for LCS non-TSO customers will be charged to the customers based on their assigned CDs in MMBtu. The rate will be determined by dividing the respective

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classes allocated costs in Part 1.4.1. above by their respective annualized CDs. Since the demand charges are part of an overall non-specific set of upstream contracts, the support for their allocations will be provided in the schedules supporting the filing.

1.6. SPECIAL PROVISION REGARDING TSO CUSTOMERS LUFG costs - Customers under the TSO option may provide LUFG-in-Kind gas volumes. The LUFG-in-Kind (volumetric delivery requirement) for each customers account will be determined based on the most recent twelve-month ended August period and expressed as a percentage of the gas delivered for the customers account at the customers point of consumption. The percentage will be determined by dividing the allocated volumes of total LUFG in the respective class (SCS or LCS) by the total estimated sales volumes in their respective class. Assignment of Surcharges to TSO Customers - In the event an LCS-1 or SCS-1 customer changes its supply service election at the end of the contract term from the system supply option (SSO), the amount of the deferred gas cost account attributable to that customer shall be charged or distributed to that customer, whichever is applicable. The charging to or distribution of the deferred gas cost account attributable to that customer shall be removed or added to the deferred gas cost account of the applicable rate schedule.

1.7 DEFERRED PURCHASED GAS COST ACCOUNTS Arkla shall establish and maintain a Deferred Gas Cost Account(s) in which shall be recorded any over or under recovery resulting from the operation of the GSR procedure. Such over or under recovery by class shall be determined monthly by comparison of the actual Cost of Gas Sold as defined above for each cost month to the gas cost revenue recovery for the same revenue month as the cost month. The accumulated balance of over or under recovered gas costs, plus the carrying charge described below, shall be used to determine the surcharge. The surcharge shall be computed annually by dividing each class cumulative balance over recoveries or under recoveries as of the end of each August by the respective class estimated volumes of sales for the projected twelve-month period. The surcharge shall be filed annually and will be included with the Scheduled Winter Season GSR Filing and shall be rounded to the nearest \$0.0001 per Ccf. The surcharge shall remain in effect until the earlier of: (1) superseded by a subsequent surcharge calculated according to this provision or, (2) the beginning of the second revenue month following the month in which the full recovery or refund is accomplished if such full recovery or refund is accomplished prior to the end of the established recovery period. A carrying charge shall be included in the monthly under or over recovery balance resulting from the monthly comparison of the actual Cost of Gas Sold to the revenue recovery resulting from the application of the prescribed GSR, and a carrying charge shall be included in the



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monthly under or over recovery balance applicable to the surcharge. The monthly carrying charge shall be determined by multiplying the average of the beginning and ending month balance of under or over recovery for the cost month times the rate of interest applicable to customer deposits.

1.8. DEMAND ALLOCATION It is recognized that over time as customer classifications change or demand levels change, the accuracy of the originally approved demand factors may deteriorate. Arkla can request a change in the allocation procedures with a minimum three month lead time prior to the filing date for the seasonal filings. Changes under this provision are limited to changes required to restore the accuracy of the originally approved demand factors and shall be not be used by either Arkla or Staff to implement changes in allocation methodologies that would normally require a general rate application.

1.9. REFUND PROVISION If an increase in the cost of gas paid or payable to Arkla shall be reduced by the final order of a duly constituted regulatory body or the final decree of a court, if appealed thereto, and such increase shall have been reflected in Arklas rate to the extent and in the manner specified in this GSR, Arkla shall report to the Commission the receipt of any refunds resulting from such final order or decree. Thereupon, Arkla shall submit for the Commissions approval a plan to make equitable disposition of such refund monies to the extent such monies represent increased charges paid by its customers as result of this GSR; provided, however, that if the amount to be refunded to customers hereunder with respect to a particular refund received does not amount to more than one-tenth cent per Ccf, then Arkla will apply that refund as a credit in its cost of gas computations hereunder for the month in which it receives the refund from its supplier. Nothing in this clause shall be construed to require refunds or a reduction of Arklas rate as a result of such an order reducing the cost of gas where the original increase in the cost of gas has not been reflected in Arklas billings for its sales to customers under this rate schedule.

1.10. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Large Commercial Firm Service (LCS-1)

CRR23

Summit Utilities Arkansas, Inc.  
Customer Rate Relief Rate Schedule

Applicable to all Sales Customers for the purpose of collecting and remitting customer rate relief charges as authorized by the Railroad Commission of Texas in accordance with Chapter 104, Subchapter I of the Texas Utilities Code and the Commission Financing Order issued in Docket No. OS-21-00007061.

(A) Abbreviations and Definitions

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(1) Authority--The Texas Public Finance Authority, together with any successor to its duties and functions.

(2) Bonds or Customer Rate Relief (CRR) Bonds--The Texas Natural Gas Securitization Finance Corporation Customer Rate Relief Bonds, Series 2023 and any additional or different designation or title by which each series of Bonds shall be known as determined by the Issuer Entity.

(3) Ccf and Mcf - For Ccf, one hundred (100) standard cubic feet of gas, where one (1) standard cubic foot of gas is the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen point sixty-five (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit; and, for Mcf, 1,000 standard cubic feet of gas.

(4) Central Servicer--The entity engaged in accordance with the terms of the Financing Order to, amongst other things, engage the Participating Gas Utilities as collection agents for the purposes of facilitating collection and remittance of CRR Charges by Participating Gas Utilities, and perform the other services required of it under the Servicing Agreement (as defined in the Financing Order).

(5) Commission--The Railroad Commission of Texas, including its staff or delegate.

(6) CRR Charge True-Up Adjustment - A True-Up Adjustment (as defined in the Financing Order).

(7) CRR Charge True-Up Charge Adjustment Letter - A true-up adjustment letter substantially in the form of Exhibit 3 to the Financing Order.

(8) CRR Scheduled Adjustment Date January 1 and July 1 of each applicable year, provided that the CRR Scheduled Adjustment Date and any other deadlines or target dates related thereto, shall be subject to modification prior to the date of the Bonds so as to reflect the terms of the Servicing Agreement.

(9) Customer Rate Relief (CRR) Charge - A nonbypassable charge as defined in Tex. Util. Code 104.362(7).

(10) Financing Order - The order adopted under Tex. Util. Code 104.366 approving the issuance of CRR Bonds and the creation of Customer Rate Relief Property and associated CRR Charges for the recovery of regulatory assets, including extraordinary costs, related financing costs, and other costs authorized by the Financing Order.

(11) Gas Utility - Summit Utilities Arkansas, Inc. and its successors and assignees, an operator of natural gas distribution pipelines that delivers and sells natural gas to the public and that is subject to the Commission's jurisdiction under Tex. Util. Code 102.001, or an operator that transmits, transports, delivers, or sells natural gas or synthetic natural gas to operators of

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natural gas distribution pipelines and whose rates for those services are established by the Commission in a rate proceeding filed under Chapter 104 of the Utilities Code, within the service area. (12) Irrevocable - The Financing Order, together with the Customer Rate Relief Property as defined by Tex. Util. Code 104.362(8) and the CRR Charges authorized by the Financing Order, are irrevocable and not subject to reduction, impairment, or adjustment by further action of the Commission, except in connection with true-ups authorized by the Financing Order.

(13) Issuer Entity - Texas Natural Gas Securitization Finance Corporation, a Texas nonprofit public corporation established by the Authority, or any successor created pursuant to Tex. Govt Code 1232.1072.

(14) Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and any Participating Gas Utility or Successor Utility (as defined in the Financing Order) each of whose Normalized Sales Volumes exceed 2.0% of the total aggregate Normalized Sales Volumes among all Participating Gas Utilities. Any calculation performed in connection with the preceding sentence shall be made on the basis of the most recently reported Normalized Sales Volumes and such calculation shall be performed by the Central Servicer annually no later than one (1) month after Normalized Sales Volumes are reported as regularly scheduled under Paragraph H hereof; provided that the Commission and/or Central Servicer may perform such calculation without any limitation in order to give effect to any merger, acquisition, disposition, divestiture, spin-off or other transaction that would impact a Participating Gas Utility's share of the total aggregate Normalized Sales Volumes. The Commission or the Central Servicer shall promptly thereafter provide written notice to a Participating Gas Utility that subsequently becomes a Large Participating Gas Utility, which change shall take effective beginning on January 1 of the following calendar year.

(15) Nonbypassable - CRR Charges must be paid by all existing or future customers receiving service from a Participating Gas Utility or such gas utility's successors or assigns.

(16) Normalized Sales Volumes -

(a) For Large Participating Gas Utilities: All natural gas volumes projected to be billed for the upcoming twelve (12) month period in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated to calculate the CRR Charges.

(b) For other Participating Gas Utilities: All natural gas volumes billed in the preceding calendar year in conjunction with the operation of a Participating Gas

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Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs and normalized according to the methodology utilized in each Participating Gas Utility's application filed in Docket No. OS-21-00007061, Consolidated Applications For Customer Rate Relief and Related Regulatory Asset Determinations In Connection With The February 2021 Winter Storm. For the avoidance of doubt, only 'the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated in order to calculate the CRR Charges.

(17) Participating Gas Utilities - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; Rockin M Gas LLC d/b/a Bluebonnet Natural Gas LLC; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; SiEnergy, LP; Summit Utilities Arkansas, Inc., Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and Universal Natural Gas, LLC d/b/a Universal Natural Gas, Inc. or any Successor Utility (as defined in the Financing Order).

(18) Sales Customer(s) - All active customers taking service under a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs.

(B) APPLICABILITY

This rate schedule sets out the rate, terms and conditions under which the CRR Charge shall be billed and collected by Summit Utilities Arkansas, Inc. Rider Schedule No. 1 Part II, Incorporated and Unincorporated areas of Texarkana, Nash, Redwater, and Wake Village, respectively under the terms of the Financing Order. Each individual Sales Customer is responsible for paying the CRR Charge billed to it in accordance with the terms of this rate schedule. Payment is to be made by an individual Sales Customer to the Participating Gas Utility of which it is a customer. The Participating Gas Utility is obligated to apply amounts collected from customers to pay any outstanding CRR Charges prior to applying such amounts for any other purpose. The Participating Gas Utility, as collection agent, shall remit collections of the CRR Charges to the Indenture Trustee in accordance with the terms of the Financing Order and any servicing or other similar agreement that is contemplated by the Financing Order.

(C) TERM--This rate schedule shall remain in effect until the CRR Charges have been collected and remitted to the Indenture Trustee in an amount sufficient to satisfy all obligations in regard to paying principal and interest on the CRR Bonds together with all other financing costs, bond administrative expenses and other costs as provided in the Financing Order. This rate schedule and the CRR Charge are irrevocable and Nonbypassable.

(D) SALES CUSTOMERS--For the purposes of billing the CRR Charges, all Sales Customers of the Participating Gas Utility's in the Incorporated and Unincorporated

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**RATE SCHEDULE**

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areas of the cities of Texarkana, Wake Village, Nash and Redwater shall be assessed the uniform volumetric charge identified below.

(E) CRR CHARGE--The CRR Charge will be a monthly volumetric rate of

- \$0.00/Ccf @14.65
- \$0.00/Ccf @14.73
- \$ 0.00/Ccf @14.95

The CRR Charge is calculated in accordance with and subject to the provisions set forth in the Financing Order and will be adjusted at least annually based upon the CRR Charge true-up adjustment procedure. The CRR Charge shall be included in the Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. Participating Gas Utilities may reflect the CRR Charge according to the delivery pressures defined in Participating Gas Utilities' applicable tariffs. Such delivery pressure specific charges shall be equivalent to the CRR Charge as determined below at 14.65 per square inch, as defined above.

(F) Determination of Customer Rate Relief Charge--The CRR Charge will be adjusted no less frequently than annually, in accordance with the terms of the Servicing Agreement (as defined in the Financing Order), to ensure that the expected collection of CRR Charges is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the CRR Bonds and together with all other financing costs, bond administrative expenses and other costs, as provided in the Financing Order, on a timely basis. The CRR Charge shall be computed according to the formula described below.

Step 1: Determination of Normalized Sales Volumes:

- (A) Total Large Participating Gas Utility Normalized Sales Volumes (Mcf)
- (B) Assumed % of uncollectible sales
- (C) Total Normalized Sales Volumes Billed and Collected: (A\*(1 - B))

For the avoidance of doubt, Normalized Sales Volumes are assumed to be calculated without giving effect to volumes anticipated from Participating Gas Utilities making up less than two percent (2.0%) of the total Normalized Sales Volumes of all Participating Gas Utilities.

Step 2: Determination of CRR Charge

- (D) Total CRR Charge Rate Revenue Requirement for Applicable Period
  - (E) CRR Charge per Normalized Sales Volumes (Mcf):(D / C)
- Thereof: CRR Charge for Sales Customers

(G) CRR CHARGE TRUE-UP

Changes to the CRR Charge will be effected through the filing of CRR Charge True-Up

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Adjustment Letters by the Central Servicer to the Commission as authorized by the Financing Order and in accordance with the Servicing Agreement. Not less than fifteen (15) days prior to each CRR Scheduled Adjustment Date and more frequently as required by the Central Servicer, the Central Servicer will submit the CRR Charge True-Up Adjustment Letter in the form of Exhibit 3 to the Financing Order to ensure that CRR Charge collections are sufficient to make all scheduled payments of CRR Bond principal and interest and meet other Ongoing Financing Costs (as defined in the Financing Order) on a timely basis during the payment period.

In addition to the foregoing, the Central Servicer shall be authorized to file CRR Charge True-Up Adjustment Letters with the Commission that adjust the CRR Charge more frequently (but not more often than quarterly) as required under the provisions of the Servicing Agreement (as defined in the Financing Order).

(H) CRR CHARGE TRUE-UP PROCEDURE

Summit Utilities Arkansas, Inc. shall annually file with the Commission and the Central Servicer by June 1 of each year its Normalized Sales Volumes; each Large Participating Gas Utility shall include projected volumes for each of the future twelve (12) months beginning July 1, and each other Participating Gas Utility shall include its Normalized Sales Volumes for the prior calendar year. Such filing and/or reporting may be more frequent to the extent required under the Servicing Agreement and applicable Collection and Reporting Arrangements. If Summit Utilities Arkansas, Inc. is a Large Participating Gas Utility, the Participating Gas Utility shall, upon the request of the Central Servicer, provide the Commission and the Central Servicer updated Normalized Sales Volumes for the succeeding twelve (12) month period no later than the fifteenth (15th) day following such request to allow the Central Servicer to make Interim True-Up Adjustments. Each Participating Gas Utility shall have the right to provide the foregoing information to the Central Servicer on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). The Central Servicer shall submit to the Commission and the Participating Gas Utilities, not less than fifteen (15) days prior to the CRR Scheduled Adjustment Date, a CRR Charge True-Up Adjustment Letter applying the CRR Charge True-Up Adjustment based on Normalized Sales Volumes and other mathematical factors and requesting administrative approval from the Commission as provided for in the Servicing Agreement. The Commission's review and approval of the True-Up Adjustment Letter shall be as set forth in the Servicing Agreement (it being understood such review is limited to determining if any mathematical or clerical errors are present in the application of the CRR Charge True-Up Adjustment relating to the appropriate amount of any over-collection or under-collection of CRR Charges and the amount of an adjustment).

If any CRR Charge True-Up Adjustment that is an Interim True-Up Adjustment is necessary, (i) the Central Servicer may request and the Large Participating Gas Utilities shall provide revised Normalized Sales Volumes for each of the

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immediately succeeding twelve (12) months and related data and (ii) within fifteen (15) days of receipt of such data, the Central Servicer shall file a revision to the CRR Rate Schedule in a True-Up Charge Adjustment Letter setting forth the adjusted CRR Charge to be effective for the upcoming period, in accordance with the Servicing Agreement. Summit Utilities Arkansas, Inc. shall have the right to provide such information on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). A CRR Charge resulting from a true-up adjustment will become effective on the first (1st) billing cycle that is not less than fifteen (15) days following the making of the CRR Charge True-Up Adjustment filing.

(I) TAXABILITY

The receipt of CRR Charges by a Participating Gas Utility is exempt from state and local sales and use taxes and utility gross receipts taxes and assessments and is excluded from revenue for purposes of franchise tax under Tex. Tax Code 171.1011.

**RATE ADJUSTMENT PROVISIONS**

None

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<b>CUSTOMERS</b>				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42392	N	Ccf	\$.4411	06/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.4411	06/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.4411	06/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.4411	06/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.4411	05/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.4411	05/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.4411	05/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.4411	05/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.4411	04/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.4411	04/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.4411	04/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.4411	04/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42394	N	Ccf	\$.6577	09/01/2022
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.6577	09/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.6577	09/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.6577	09/01/2022
<u>CUSTOMER NAME</u>	Nash, Environs			
42392	N	Ccf	\$.6577	10/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Environs			



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<b>CUSTOMERS</b>				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42393	N	Ccf	\$.6577	10/01/2022
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.6577	10/01/2022
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.6577	10/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.9086	11/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.9086	11/01/2022
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.9086	11/01/2022
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.9086	11/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.9086	02/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.9086	02/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.9086	02/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.9086	02/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.9086	12/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.9086	12/01/2022
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.9086	12/01/2022
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.9086	12/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.9086	01/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.9086	01/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			

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CUSTOMERS

<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42394	N	Ccf	\$.9086	01/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.9086	01/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.9086	03/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.9086	03/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.9086	03/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.9086	03/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			

REASONS FOR FILING

NEW?: N

RRC DOCKET NO: GUD 9345, OS-21-00007061

CITY ORDINANCE NO:

AMENDMENT (EXPLAIN):

OTHER (EXPLAIN): Filing to Comply with Financing Order OS-21-00007061.

SERVICES

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>
A	Residential Sales
<u>OTHER TYPE DESCRIPTION</u>	

PREPARER - PERSON FILING

RRC NO: 1312 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Stephanie MIDDLE: LAST NAME: Hammons

TITLE: Asc Gn Cnsl, Sr Dir of Rg Afrs

ADDRESS LINE 1: 1400 Centerview Dr., Ste 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4612 EXTENSION:

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CURTAILMENT PLAN

<u>PLAN ID</u>	<u>DESCRIPTION</u>
7455	<p data-bbox="282 405 493 430">Curtailement Plan</p> <p data-bbox="282 436 633 462">7.455 Curtailement Standards</p> <p data-bbox="282 468 1422 522">(a) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.</p> <p data-bbox="282 529 1487 640">(1) Balancing authority--The Electric Reliability Council of Texas or other responsible entity that integrates resource plans ahead of time, maintains electricity demand and resource balance within a balancing authority area, and supports interconnection frequency in real time for a power region in Texas.</p> <p data-bbox="282 646 909 672">(2) Commission--The Railroad Commission of Texas.</p> <p data-bbox="282 678 1487 877">(3) Curtailement event--When a gas utility determines that its ability to deliver gas may become inadequate to support continuous service to firm customers on its system and it reduces deliveries to one or more firm customers. For the purposes of this section, an interruption of delivery or service to interruptible gas customers does not constitute a curtailement event. Prior to reducing deliveries to one or more firm customers, a gas utility interrupts deliveries to interruptible customers pursuant to mutually agreed upon contracts and/or tariffs.</p> <p data-bbox="282 884 1396 963">(4) Electric generation facilities--Facilities registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and or backup power systems.</p> <p data-bbox="282 970 1383 1024">(5) Firm or firm deliveries--Natural gas deliveries that are described as firm under a contract or tariff.</p> <p data-bbox="282 1031 1487 1113">(6) Gas utility--An entity that operates a natural gas transmission pipeline system or a local distribution company that is subject to the Commission's jurisdiction as defined in Texas Utilities Code, Title 3.</p> <p data-bbox="282 1119 1461 1232">(7) Human needs customers--Residences, hospitals, water and wastewater facilities, police, fire, military and civil defense facilities, and locations where people may congregate in an emergency, such as schools and places of worship. A human needs customer also includes small commercial customers that cannot practicably be curtailed without curtailing human needs.</p> <p data-bbox="282 1239 1461 1293">(8) Interruptible or interruptible deliveries--Natural gas deliveries that are not described as firm under a contract or tariff.</p> <p data-bbox="282 1299 1474 1591">(b) Applicability. This section takes effect on September 1, 2022. This section applies when any gas utility experiences a curtailement event affecting intrastate service on any of its intrastate natural gas pipelines. When a gas utility experiences a curtailement event, the gas utility shall curtail deliveries according to the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailement plan pursuant to subsection (d) of this section. The curtailement priorities in this section apply to sales of natural gas owned by a gas utility and/or deliveries utilizing a gas utility's transportation capacity. The priorities in this section do not apply to sales of gas owned by an entity that is not a gas utility. The term "deliveries" in this section includes sales and/or transportation service.</p> <p data-bbox="282 1598 477 1623">(c) Priorities.</p> <p data-bbox="282 1629 1461 1709">(1) Unless a gas utility has an approved curtailement plan pursuant to subsection (d) of this section, a gas utility shall apply the following priorities in descending order during a curtailement event:</p> <p data-bbox="282 1715 1409 1770">(A) firm deliveries to human needs customers and firm deliveries of natural gas to local distribution systems which serve human needs customers;</p> <p data-bbox="282 1776 974 1801">(B) firm deliveries to electric generation facilities;</p> <p data-bbox="282 1808 1474 1890">(C) firm deliveries to industrial and commercial users of the minimum natural gas required to prevent physical harm and/or ensure critical safety to the plant facilities, to plant personnel, or the public when such protection cannot be achieved through the use of an</p>

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alternate fuel;

(D) firm deliveries of natural gas to small industrials and regular commercial loads that use less than 3,000 Mcf per day;

(E) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material cannot be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed;

(F) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material can be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed; and

(G) firm deliveries to customers that are not covered by the priorities listed in subparagraphs (A) - (F) of this paragraph.

(2) Deliveries to customers within the same priority on the portion of the system which is subject to curtailment shall be curtailed to the extent practicable on a pro rata basis according to scheduled quantities. If a customer's end-use requirements fall under two or more priorities, then such requirements must be treated separately when applying this schedule of priorities to the extent practicable. Transportation customers have equivalent end-use priorities as sales customers.

(3) When applying the priorities of this section, a gas utility may rely on the representations of its customers and/or their end users regarding the nature of customers' deliveries.

(d) Curtailment plans. Order 489 and any curtailment plan approved by the Commission prior to the effective date of this section is superseded by this section. A gas utility may file its own curtailment plan for approval with the Oversight and Safety Division. A gas utility shall follow the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailment plan on file with the Commission. The first three priorities in any individual curtailment plan must be consistent with the first three priorities listed in subsection (c)(1)(A) - (C) and (2) of this section. A gas utility shall provide to its customers notice of an application for a curtailment plan. A gas utility shall provide notice on the same day the gas utility files its application with the Commission. The gas utility may provide notice by hand delivery, by first class, certified, registered mail, commercial delivery service, electronic methods, or by such other manner as the Commission may require. The notice shall be in the form prescribed by the Commission. The Oversight and Safety Division may administratively approve the curtailment plan if no request for hearing is filed within thirty days of such notice. The Commission shall set the matter for hearing if it receives a timely request for hearing from a customer of the gas utility.

(e) Required tariff filings. Within 90 days of the effective date of this section, each gas utility shall electronically file with the Commission, in the manner prescribed by the Commission, tariffs that shall include either:

(1) the curtailment priorities as specified in this section; or

(2) a curtailment plan approved by the Commission as specified in subsection (d) of this section.

(f) Curtailment emergency contact information. Each gas utility shall maintain current curtailment emergency contact information with the Commission and shall submit curtailment emergency contact information on or before November 1 of each year.

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## LINE EXTENSION POLICY

<u>POLICY ID</u>	<u>DESCRIPTION</u>
1249	<p>VII. EXTENSION OF FACILITIES</p> <p>(A) SERVICE LINES AND CONNECTIONS</p> <p>(1) The Company will make, own and maintain all necessary connections with its street mains. Under normal construction conditions, the Company will install up to 100 feet of service line (up to one inch in diameter and capable of a delivery pressure of up to 60 psig) at no cost to the customer. In the event a service line exceeding the diameter and pressure requirements set forth above is needed, or in the event of abnormal construction conditions, such as solid rock, road crossings that require a bore, the need to bore under landscaping, etc., or in regard to the installation of excess flow valves, any additional costs incurred by the Company will be charged to the customer. The Company may waive these charges when it determines that it is economically justifiable to do so. The Company will own, maintain and specify the route of the piping. Access must be granted on customer's property for replacement or repairs of these facilities. The Company may at its option install a service cock and box. The meter location will be determined by the Company. The Company will also set and own the meter and regulator, but all other piping, connections, and appliances for the purpose of utilizing gas shall be furnished and installed by the customer at the customers risk and expense. Customer will pay the cost of any relocation of the Companys facilities that the Company may perform at customers request.</p> <p>(B) MAIN EXTENSIONS</p> <p>(1) Extensions from the Company's distribution lines, will be made under the following conditions and circumstances:</p> <p>(a) Subject to the availability of capital funds, the Company shall construct main extensions from its existing facilities to serve new customers where the cost of the Company's capital investment is economically feasible. Determination of whether a proposed extension is economically feasible shall be made through the use of an economic model that will take into consideration the following factors:</p> <ol style="list-style-type: none"> <li>(1) construction cost estimate</li> <li>(2) non-gas revenue</li> <li>(3) depreciation</li> <li>(4) incremental operating costs</li> <li>(5) any other factors relevant to economic feasibility of the project.</li> </ol> <p>(b) If it is determined that the Companys return on investment (ROI) on the proposed main extension will equal or exceed the Companys cost of funding capital projects, the extension will be made at no cost to the customer. If it is determined that the Companys ROI will be less than the Companys cost of funding capital projects, the customer shall be required to pay an amount sufficient to ensure that the Company is able to earn an ROI equal to its cost of funding capital projects. On such an advance, the Company may enter into an agreement with the customer to refund the customer contribution. Refunds will be based only on changes in the factors considered in the economic model under which the investment was originally made. The Company shall establish, when capital funds are available, such new distribution service where the Company will be reasonably assured of a sufficient number of customers and an annual revenue to justify the capital expenditure. The Company may, however, refuse to extend facilities in the event system design and/or operational considerations so dictate.</p> <p>(c) When the Company is requested to extend its distribution facilities to an area with existing potential users where no contributory capital is available, the Company has the option to provide</p> <p>the necessary capital in the amount equal to the necessary customer contribution to be recovered by a fixed daily surcharge rate applied to each customer account within the boundaries of the</p>

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TARIFF CODE: DS	RRC TARIFF NO: 35943
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project for up to five years\* or until the customer contribution is recovered by the Company, whichever comes first. Under this option, the Company will construct and finance the facilities and

recover the customer contribution, in addition to an appropriate interest (or finance charge) assigned to the capital required to fund the customer contribution, through the surcharge rate. If the

customer contribution is not recovered during the pay-back period, the remaining balance of the customer contribution (including interest or finance charge) will be added to and included in the

Company's overall rate base from that point forward. To insure sufficient customer commitment to each project, each customer will be required to sign an Extension Surcharge Agreement and may

be required to make a reasonable customer deposit prior to commencement of construction. Surcharge areas are defined as those areas served by the facilities to be constructed. After the initial

installation of facilities to serve the surcharge area, all subsequent connections which utilize mains from the original surcharge area installation will be subject to the same surcharge rate for the

remaining period of the surcharge agreement. \*Special conditions may warrant extending this period based on economic conditions.

(d) When new extensions from the surcharge area are requested, the person(s) requesting an extension from these facilities will be required to make whatever customer contribution might otherwise

be required for the extension under Part VII (B)(1)(b) and, in addition, will be subject to the surcharge rate for the remaining surcharge period.

(e) When a subsequent area requests service utilizing the facilities of an existing surcharge area, the following regulations will apply:

(1) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge area's surcharge rate would be in excess of the surcharge rate

applicable to the established surcharge area, the subsequent surcharge area will bear only the cost of their new facilities.

(2) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge rate is less than the surcharge rates applicable to the established

surcharge area, the subsequent surcharge area will bear a portion of the remaining unpaid customer contribution of the established surcharge area in addition to its own surcharge allocation as follows:

(2)(a) The cost of the mainline established for the existing surcharge area shall be shared by the subsequent surcharge area up to an amount equal to the existing area surcharge rate if their computed

surcharge is lower than the surcharge for the existing area. This shall be achieved by assigning an unamortized portion of the mainline investment which was required for the existing surcharge area to the

subsequent surcharge area in order to fairly equate the surcharges. The amount of investment cost assigned to the subsequent surcharge area will then be credited to the unamortized amount payable by

the existing surcharge area customers.

(2) The Company will not be required to enlarge its system of mains to meet the demand for gas of a prospective customer or to provide for an appreciable increase in the

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demands of a present customer,

unless in the judgment of the Company, a reasonable rate of return is assured as a result of the expenditure required.

(3) When the Company extends its main to serve new customers, the Company will extend its main, in a manner which, in its judgment, will be most advantageous for rendering service.

(4) Where the customer requires that his meter be placed in a particular location, the customer will be required to pay any additional cost that may result from compliance with the customers request.

(5) A standard Rural Gas Contract must be executed by each customer requesting a pipeline tap. The Company will not make or serve a tap on any federally certificated transmission line, unless, in the

judgment of the Company, a reasonable rate of return can be earned as a result of the expenditure required to construct the tap and serve the customer, without unreasonable consequences to other

customers. In addition, the Company will not make or serve a tap on any other transmission line, field gathering pipeline, or lines to wells which in the Company's opinion, presently contain or may in the

foreseeable future contain undehydrated gas, liquid hydrocarbons, sour gas, or gas that is otherwise not merchantable. The Company may discontinue service whenever it believes reliable service cannot

continue to be provided for any reason, including, but not limited to, water content of the gas furnished. In the event service is suspended or terminated because the Company cannot or believes it cannot

continue to provide safe and reliable service, the Company will be under no obligation to compensate the affected customer(s) for such loss of service. + EXTENSION SURCHARGE AGREEMENT The

undersigned promises to pay to Summit Utilities Arkansas, Inc., a surcharge on his/her/their/its monthly gas bill in consideration of the Company's extension of its facilities into the surcharge area in which

the undersigned resides. The surcharge amount will be \$\_\_\_\_\_ per month. The surcharge will be applied to all monthly billings to the undersigned for a \_\_\_ year period or until the Company recovers

the required customer contribution for the surcharge area, whichever comes first. The surcharge amount will appear as a separate line item on the undersigned's bill. The terms of this Extension Surcharge

Agreement shall be subject to the provisions of the Companys rates and policies.

\_\_\_\_\_ Accepted this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Summit Utilities Arkansas, Inc. By \_\_\_\_\_ VIII.

## GAS SERVICES DIVISION

## GSD - 1 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DS RRC TARIFF NO: 35943

## QUALITY OF SERVICE

QUAL SERVICE ID	DESCRIPTION
EQofs	<p>I. APPLICATIONS FOR OR DISCONTINUANCE OF SERVICE</p> <p>(A) The Company shall require all customers to execute a deposit-service agreement upon application for gas service or upon the filing of a petition for relief under the United States Bankruptcy Code. Such agreements are not transferable. All customers accepting gas service from the Company shall be subject to the rules, regulations and rate schedules applicable.</p> <p>(B) When gas service is inaugurated or transferred from one location to another, or upon the filing of a petition for relief under the United States Bankruptcy Code the Company shall charge a non-refundable service initiation fee of \$37.00.</p> <p>(C) When a customer requests the initiation or restoration of service which requires overtime work after normal daily working hours or on weekends and holidays, the customer will be advised of an additional charge which will be based on actual overtime costs involved. An overtime charge shall not apply to work required through no fault of the Customer.</p> <p>(D) No customer may temporarily discontinue service and thereafter request restoration and continuation of service under his old service agreement but must execute a new agreement. If service is discontinued at the request of the customer and service is suspended during all or a portion of the non-heating season and thereafter restored at the same location for the same occupant, a reconnect charge will become due and payable when service is restored. This charge will be computed on the basis of the applicable customer charge for each month or fraction thereof that service is discontinued. Such charge shall be in addition to the regular service initiation or reconnection fee of \$37.00. Any commercial or industrial customer who discontinues service for any period of time must be considered a new customer for State and Federal regulatory policy purposes when application is made for restoration of service.</p> <p>(E) The company will not accept orders to discontinue service other than from the person in whose name the account is billed.</p> <p>II. CUSTOMERS FACILITIES AND EQUIPMENT</p> <p>(A) Gas should be used only in appliances designed for use with natural gas, in compliance with all applicable manufacturing specifications. Vent pipes must be used on water heaters, cook stoves, enclosed type space heaters, or other appliances designed to be vented.</p> <p>(B) The consumer shall provide a system of piping within his premises for connection to gas appliances. Customers piping system will be installed and maintained in compliance with all federal, state and local laws, codes and regulations. Consumer shall provide an above-ground delivery point in a suitable location, unless otherwise specified by the Company. The normal gauge pressure, at which gas will be supplied through the Company's meter to the customer's piping, will be approximately 5.3 ounces PSIG.</p> <p>(C) The Company under previously existing regulations has provided service through one master meter to private distribution lines for multiple federal, municipal, or private housing projects and mobile home parks, and has in some cases provided individual meters for such facilities. Bills will be rendered on an individual basis to the individual metered customers, but the customer(s) owning the private distribution line or being served by the private distribution line will be responsible for payment of any differences between gas delivered through the master meter and gas delivered through the sum total of individual meters. All such construction within the above mentioned projects and mobile home parks must meet the requirements of all federal, state and local piping laws before the Company will connect the customer.</p> <p>III. REFUSAL TO SERVE CUSTOMERS</p> <p>(A) The Company may decline to serve a customer or prospective customer until he has complied with the state and municipal regulations governing the service applied for and the reasonable rules and regulations of the utility.</p> <p>(B) Until adequate facilities can be provided, the Company may decline to serve an applicant</p>



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for service or to change materially the service of any customer, if, in its judgement, 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.

(C) The Company may refuse to serve a customer if, in its best judgment, the customer's installation or equipment is regarded as hazardous or of such character that satisfactory service cannot be given.

(D) The Company may refuse to serve individual mobile homes and house trailers if the trailer does not have a firm foundation which will not permit it to rock or move thereby cracking or parting the connecting pipe or facilities. None of the weight of the trailer may be carried on the wheels or springs. All piping and appliance installations in trailers must be made in compliance with applicable laws, codes, and ordinances governing such installations.

(E) The Company may decline to serve any applicant who is indebted to the Company for gas utility service; provided, however, that in the event the indebtedness of the applicant for service is in dispute, 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 the deposit until repaid at the rate prescribed by law or order of the Commission.

(F) 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 gas utility service for the customer at other premises.

## IV. DISCONTINUANCE OF SERVICE

(A) The Company reserves the right to shut off the gas at any time and to remove its property from the premises for any of the following reasons:

(a) for tests or repairs

(b) for non-payment of bills for gas utility service when due, after required notice has been given

(c) for incorrect representation of facts in application for service, after required notice has been given

(d) for failure to make or increase the cash deposit when required by the Company, after required notice has been given

(e) for reselling gas in violation of the Company's Standard Rules and Regulations, after required notice has been given

(f) for placing or permitting the placing of any by-pass around any meter or service line; or for tampering; or permitting tampering with same

(g) for permitting pipes, or appliances owned or used by the customer to leak or otherwise permit the escape or waste of gas, after required notice has been given

(h) for failure to comply with the Rules and Regulations of the Company, after required notice has been given

(i) failure to pay the applicable connect charge, after required notice has been given

(j) on order of municipal authorities having jurisdiction; or

(k) when checks received from customer for amounts past due or for the required deposit are repeatedly not honored when presented to the bank for payment, then service may be discontinued without advance notice.

(B) 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 diligently tried to induce the customer to comply with its rules and regulations, or to pay amounts due the Company. Service may be discontinued after five (5) days written notice shall have been given to the customer by the Company in the manner provided for in Paragraph IV (D). Prior notice of disconnection shall not be required for fraudulent, negligent, or unlawful use of the commodity or service

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detected, or where a dangerous condition is found to exist on a customer`s premises.

(C) The customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service; provided, however, that payment at Company`s office within four hours of the time of actual disconnection or turning off of service shall not affect the right to disconnect or turn off service for non-payment. Whenever the Company dispatches an employee to the premises of any customer for the purpose of discontinuing service for non-payment, and such payment arrangements are made that do not result in actually disconnecting or turning off of service, a fee of \$16.00 shall be added to and collected as a part of such delinquent account to cover, in part, the cost to the Company of dispatching such employee to the customer`s premises. A \$15.00 charge may also be added to an account and collected to recover cost for reprocessing any check that has been returned to the Company by the bank by reason of insufficient funds on deposit. Whenever service has actually been disconnected on account of the failure of the customer to pay such delinquent account, or for any other reason without fault of the utility if the customer desires the service to be reconnected, the Company shall require the customer to pay a reconnection charge of \$37.00.

(D) Notice of delinquency shall be construed to be given to the customer when a copy of such notice is left with such customer, or left at the premises where service is required, or posted in the United States mail addressed to the customer`s last known post office address except as specified in (H) and (I) below.

(E) The Company shall not be liable for any damage to persons or property resulting from the discontinuance of gas service after having given the required notice. Arrangement satisfactory to the Company for the continuance of service on account of serious illness or other causes shall be made by the customer prior to the expiration of the notice period.

(F) When, at the customer`s request, the Company changes the location at which service is rendered the gas consumed at the new and old locations, for the purposes of billing, shall be combined. The change of the location to which service is rendered shall not be deemed to affect the rights of the Company with regard to the application of deposit or discontinuance of service for non-payment of the account.

(G) The fact that the Company has a cash deposit from a customer shall not in any manner affect the right of the Company to discontinue service to that customer for the non-payment of amounts past due regardless of the fact that the deposit is in excess of the amount past due.

(H) Termination of service to Elderly Persons, Handicapped Persons, and Persons with Serious Illnesses

(1) Definitions

(a) Elderly person. A person who is 60 years of age or older.

(b) Handicapped. A handicapped person is any residential customer:

(i) who has any permanent severe physical or mental impairment which substantially limits his ability to pay for utility service; and

(ii) who is certified as being physically or mentally disabled by a physician, licensed psychologist, by the United States Veterans Administration, the Social Security Administration, the appropriate governmental agency, or a local regional mental health center.

(c) Serious illness includes serious injury not amounting to a handicap.

(2) Special Provision for the Elderly and Handicapped Each utility shall file with the Commission, for its approval, procedures the utility will follow to insure the protection of elderly and handicapped customers. In addition, each utility shall keep records of all delinquent accounts of elderly or handicapped customers and the disposition of these accounts. Protection procedures shall include:

(a) Identification of eligible households.

(b) Personal contact by telephone or in person by utility personnel to arrange installment of

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deferred payment of any delinquency.

(c) Notification of right to third-party notice before termination of service.

(d) Assistance to customers wishing to make arrangements with state or local social service agencies for payment for service. The procedures may require elderly and handicapped persons to disclose information and furnish documents in connection with the status claimed on an annual basis. If a customer provides false information to the utility in order to claim an exemption under this Rule, it shall be grounds for termination. Customers establishing eligibility to claim an exemption as elderly or handicapped shall be presumed to retain this status for one (1) year after the date eligibility is established. Eligibility related to income level and ability to pay for utility service shall be reestablished annually.

(3) Delay of Termination on Grounds of Serious Illness

(a) A utility shall postpone termination of service to a residential customer, or reconnect previously terminated service, for a reasonable time up to thirty (30) days if the customer presents a certificate from a physician stating it is likely that termination of service will either aggravate a serious illness or give rise to a substantial risk of death or a grave impairment of the health of the customer, of a member of the customer's family, or of another permanent resident of the premises where service is rendered. The certificate shall identify the medical emergency, specify the effect of termination of service, and specify the time during which termination of service will aggravate the illness. The utility may, at its expense, obtain an additional medical report or certificate from a physician of its choice and may rely on that opinion and in reliance on that opinion terminate service five days after mailing an additional notice of termination to the customer. Failure of customer without good cause to attend the company-scheduled medical appointment shall be sufficient reason for termination of service by the utility. A customer, his physician, or a nurse, nurse practitioner, physician's assistant, or a public or private agency providing physical or mental health care services may notify the utility of a serious illness in person, by telephone, or by letter. The customer shall have seven (7) days from the date of notification to present the certificate. Notice by telephone shall be subject to verification by the utility.

(b) The thirty-day postponement may be extended one time by renewal by notice as above and renewal of the certificate by a physician as above.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(4) Delay of Termination for Elderly and Handicapped Persons

(a) Residential utility service shall not be terminated and, if previously terminated shall be reconnected, during the months of November through March for elderly and handicapped customers of the utility, provided that service may be terminated if such customers fail to pay at least one-half of the amount billed for service either as they fall due or pursuant to delayed payment agreement. Any balance due for service during these months shall be made in the months of April through October in installments agreed upon by the customer and the utility. If, during the months of April through October, a customer fails to pay the deferred balance due for service from November to March, the utility shall not be obligated to refrain from terminating or to reconnect service during the next November through March time period. Residential gas air condition service to such customers shall not be terminated on a day when the National Weather Service forecasts between 5:00 a.m. and 8:00 a.m. a maximum temperature for that day of 95 degrees Fahrenheit, or higher. (b) At least 72 hours prior to the proposed termination of residential service to an elderly or handicapped person, a utility shall personally contact the customer, a person living in this household, or any other person or agency designated by the elderly or handicapped person to receive notice in person or by telephone during the utility's normal, working hours or between 9:00 a.m.

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(A) The following options are available to residential customers to avoid suspension of service during any extended absence over one (1) month:

(1) Bills due during the customer's absence may be paid in advance. The amount of the payment will be based on the prior year's corresponding usage based on current rates. Any over or under payment by the customer will be applied to the customer's next bill when he returns. A delayed payment agreement will be available for underpayments.

(2) The customer will be given the opportunity to enroll in the Company's automatic bank draft program. The monthly bill will be paid automatically through the customer's checking or savings account.

(a) This option may be utilized by the customer in conjunction with the Company's Average Monthly Billing (AMB), which establishes the monthly bill amount for customer's budgeting purposes during the absence. (3) The customer can arrange to have bills coming due mailed to an alternate address, or to a third party during the absence.

(a) Third-party notification does not imply the third party will be responsible for the bill. Normal suspension of service rules will apply in the event bills are not paid.

(B) The customer must notify the Company in order to take advantage of any of these extended absence payment plans.

## XII. AVERAGE MONTHLY BILLING

(A) Residential customers have the option of adopting the Average Monthly Billing plan (AMB) for billing purposes as opposed to the normal billing procedure.

## (B) OPERATION OF THE AVERAGE MONTHLY BILLING

(1) Each month, under the AMB a customer's bill will be computed by averaging to the nearest dollar, the amount billed to the customers account during the last 12 months, plus or minus one-twelfth of the deferred budget balance. The average bill amount thus derived will be the payment amount for the month.

(2) Actual billings will continue to be based upon the appropriate rate schedules, riders, tax factors, and meter readings used to determine consumption. The AMB amount will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be shown on the bill as a memo item for the customer's information.

(3) The cumulative difference between actual billings and the AMB billings will be carried in a deferred budget balance that will accumulate both debits and credits and will adjust monthly.

(4) The monthly payment amount will be automatically reviewed and adjusted each month.

(5) In such instances where sufficient billing history is not available, a twelve-month billing history may be estimated.

(6) Participation in the AMB will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's actual monthly billing.

## (C) CUSTOMER QUALIFICATION FOR AVERAGE MONTHLY BILLING PLAN

(1) The AMB shall be made available to residential customers. The AMB is optional and will be available only on customer request, after an appropriate application for the AMB is completed, submitted and approved by the Company.

(2) At the time a customer chooses to participate in the AMB, his account must be current. This means that the current billings must not be past due and no unpaid balance exists. Also, the customer must not have received more than two (2) late fees from the Company within the past twelve (12) months.

(3) The customer may discontinue the AMB at any time by notifying the Company. The AMB will be discontinued if the customer requests a disconnect, if an account is final billed, or if the

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customer is turned off for non-payment as a result of past due amounts. Any outstanding balance owed to the Company at the time, including the deferred balance, will be due immediately. A delayed payment plan may be available to qualifying customers. Likewise, any credit due customer shall be applied to the next bill or refunded, as appropriate.

XIII. PROVISIONS FOR LANDLORDS AND TENANTS (A) LANDLORD/TENANT ACCOUNT IDENTIFICATION

(1) The following procedure is used by the Company to identify landlord/tenant accounts:

(a) New service applicants are questioned during the initial application to determine if a landlord/tenant relationship exists.

(b) If Company personnel determine a landlord/tenant relationship exists, then the account will be coded accordingly.

(1) The landlord may be contacted to confirm tenant information. (c) Company personnel may review landlord/tenant accounts periodically to verify landlord/tenant status.

(d) The Company will not be liable for any damage to persons or property resulting from the failure to properly identify a landlord/tenant account.

XIV. MINIMUM HEATING VALUE FOR GAS

(A) The average heating value for gas delivered to customers shall not be less than 975 Btu per cubic foot at 14.73 psia and 60 Fahrenheit.

XV. BASE OR ABSOLUTE GAS PRESSURE

(A) The established absolute pressure base for all deliveries shall be 14.73 psia.

XVI. NORMAL GAUGE PRESSURE FOR GAS

(A) The normal gauge pressure for all deliveries shall be .33 pounds gauge pressure per square inch above 14.4 assumed atmospheric pressure.

XVII. LEAVE ON AGREEMENT

(A) Pursuant to owner/managers request and upon completion and approval of a Leave on Agreement as provided on sheet numbers 38 through 41 herein, the Company agrees to continue to sell and deliver natural gas service to owner/managers rental units identified in the Agreement and the owner/manager agrees to pay Company for all gas service and charges provided for in the Agreement, subject to the terms and conditions of the Agreement.

LEAVE ON AGREEMENT FOR NATURAL GAS SERVICE

This contract and agreement (hereinafter called the Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Summit Utilities Arkansas, Inc., (hereinafter called Company) its successors and assigns, and \_\_\_\_\_, (hereinafter called Customer). Customer represents that it is the owner/manager of the residential or commercial property identified on Attachment A hereto (said property being hereinafter referred to as the rental property), and that the terms and provisions of this Agreement are intended to cover and pertain to said rental property, consisting of a total of \_\_\_\_\_ rental unit(s). Article I Customer hereby requests that Company continue to sell and deliver natural gas service to each of the rental units identified above during any period of time subsequent to the closing of an account for service to a tenant or occupant of any of such rental units, or to the discontinuance or termination of service to any such rental units for any reason whatsoever except the nonpayment of utility bills by either the tenant or customer, and prior to the opening of an account for service to a new tenant or occupant of such rental unit. Customer agrees to be responsible for payment of

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all charges for gas service provided to any and all rental units covered by this Agreement during the aforesaid period of time. Article II A. Company agrees to waive the connection charge on all units identified on Attachment A, provided the gas service is transferred directly to the Customer without interruption. It is understood and agreed to by the Customer that the normal connection fee as approved by the appropriate regulatory authority will apply on units where a service interruption has occurred. B. Customer agrees to pay Company for all gas service and charges provided for in this Agreement in accordance with all rates, tariffs, schedules and charges which have been approved by the prevailing regulatory authority. Both parties understand that the charges provided and set forth in this Agreement may, from time to time, be revised pursuant to order of prevailing regulatory authorities. The parties agree that in the event any charge provided and set forth in this Agreement is so revised, the provisions of this Agreement will automatically be revised in accordance therewith without further action by either party. Article III A. This Agreement shall continue in full force and effect as to all rental units identified herein until terminated by either party by written notice mailed or delivered to the other party at least thirty (30) days prior to the date on which termination of this Agreement is desired. B. In the event the Customer desires additional rental units to be covered by this Agreement or to delete rental units covered by this Agreement from such coverage, Customer agrees to provide notice of such changes to Company in writing. It is agreed that changes in the coverage of this Agreement requested by Customer shall become effective no more than one (1) business day after Customer's written request for such changes is received by Company. Article IV It is understood and agreed that this Agreement and the gas service to be provided by Company hereunder shall be subject to all applicable rules of the prevailing regulatory authorities, and the Company's rates and policies as presently on file with those authorities, as the same may be changed in accordance with the law. Article V This Agreement supersedes any previous Leave On Agreements entered into between Company and Customer with respect to the rental property or units identified herein. Article VI This Agreement shall bind and benefit the successors and assigns of Company and may be assigned by Customer upon written consent of Company.

Summit Utilities Arkansas, Inc.
By: Mailing Address
for Notices Required Mailing Address for Notices Required Herein: Herein:

Table with columns: Date, UNIT NUMBER, PROPERTY DESCRIPTION, ADDRESS, CITY/TOWN, STATE. Includes header information for Summit Utilities Arkansas, Inc. and a 'LEAVE ON AGREEMENT PROPERTY LISTING' section.

EQofS1 and 4:00 p.m. on Saturdays and holidays that termination of service is imminent and that steps can be taken to avoid termination. This notice shall include an explanation of the procedures available under this or other applicable rules. If none of these parties is contacted on the first attempt, a second attempt shall be made and may take place between 6:00 a.m. and 10:00

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P.M.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(I) Notice of Termination to Tenants

(1) For the purposes of this rule, landlord means the owner, agent, manager, or lessor of premises intended primarily for residential use for which he receives lease or rent payments which include amounts for utility service.

(2) Each utility shall file with the Commission procedures for identifying accounts where service is rendered at an address different from the mailing address of the bill. Such procedures may include requiring landlords to identifying themselves as such and to identify their tenants by name, address, and account number. Absent such identification, the utility shall not be required to treat a customer as a tenant unless it has actual knowledge or information that reliably indicates that the person to whom service is rendered is a tenant.

(3) The utility shall not disconnect service to such an account for nonpayment of the bill until the following actions have been taken:

(a) When a termination notice has been sent to the landlord, if no response is received by the utility within seven (7) days, notice shall also be sent to the affected tenants or shall be posted in conspicuous locations such as near mail boxes, building entrances and exits, and other areas of common usage.

(b) If a landlord fails to pay for service to a tenant a utility shall not terminate service to the tenant until at least thirty (30) days have elapsed from the date of the delinquency, and, after being notified of the delinquency the tenant has not paid for service provided after the date of notification or made arrangements with the utility to do so.

(c) Where feasible the utility shall offer the tenant the opportunity to apply for service in his own name. If such service is not feasible or if the tenant declines to apply for such service, the utility may terminate service as provided in Paragraph IV (B). If the tenant chooses to take service in his own name, termination shall thereafter be governed by other appropriate provisions of this rule.

(d) Where premises are master-metered and a tenant and the utility are unable to agree upon payments to be made by the tenant for service, the utility shall petition the Commission for an immediate informal resolution or formal hearing to resolve the dispute.

(4) A utility shall not attempt to recover from a tenant or condition service to a tenant on the payment of any amounts owed by the landlord to the utility.

V. CUSTOMER DEPOSITS

(A) The Company may require, with each service application from any customer or any prospective customer, a cash deposit to guarantee payment of bill. This required deposit shall not exceed an amount equivalent to two estimated average bills when payment is due after the service is rendered. The Company shall pay interest on the deposit at the rate prescribed by law or order of the Commission. When service is discontinued by the Company for any reason other than for repairs, the Company may apply such deposit to the payment of all charges authorized under these Rules and Regulations. Interest will not accrue on deposits when they become Inactive. The Company shall pay interest on deposits annually in January of each year and upon return of the deposit to the customer.

(B) Interest shall not accrue on any cash deposit after the date the Company has made a bona fide effort to return such deposit to the depositor. The Company shall keep in its records evidence of its efforts to return such deposit.

(C) A new or additional deposit may be required upon reasonable written notice of the need of such a requirement in any case where a deposit has been refunded or is found to be inadequate as above provided for, or as provided by the applicable provisions of the Commission's Rules, as they may be in effect from time to time. The service of any customer who fails to comply

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with these requirements may be disconnected upon five (5) days` written notice.

(D) All charges authorized under these Rules and Regulations shall be due and payable on the same terms and conditions as charges made for gas service and the same procedure for discontinuance of service for such charges may be applied against refunds, if any, due on the customer`s deposits.

(E) Upon the filing of a petition for relief under the United States Bankruptcy Code, the customer will be required to provide a cash deposit in an amount not to exceed two times the maximum estimated bill for the service location.

#### VI. BILLING

(A) Gas supplies will be charged for from the time of turn on until the Company discontinues the supply. Failure on the part of the customer to properly notify the Company when their responsibility for the payment for gas at a premises ceases, shall not relieve the customer from the obligation of paying all bills accruing up to the time proper notification is received by the Company. The customer shall pay for all gas passing through the meter, whether the same be used or wasted through leaks in pipes, apparatus, or otherwise and shall be bound by the true reading of the meter, provided it is in good repair and working order.

(B) Bills rendered for service for less than the standard monthly billing period shall be calculated as follows:

(1) Where meter reading indicates no consumption and the period involved is less than fifteen (15) days, no charge will be made. If the period involved is fifteen (15) days or more, applicable monthly minimum will be charged.

(2) Where meter reading indicates any consumption, regular rate schedules will apply, regardless of period involved. Meter will be read to the nearest hundred cubic feet and bills computed on this basis.

(3) Where consumer changes location within the same distribution plant, the consumption at both locations will be combined for the monthly billing.

(C) All customers of Company which are either,

(1) sixty (60) years of age or older and depend upon a pension or Social Security check as their primary source of income, or

(2) are dependent solely upon a disability income, regardless of age, are eligible to participate in the Company`s FLEX-DATE Payment Plan. Such Plan will extend the due date for payment to the earlier of:

(1) twenty-five (25) days after the current month`s bill date, or

(2) three

(3) work days before the next month`s bill date. Only the extended due date provided by FLEX-DATE will appear on eligible customers` bills. In addition, the Company will waive any otherwise applicable late penalty. Customers shall become Plan participants either upon telephone or form notification to Company, and their participation will be effective for each month of each calendar year thereafter.

(D) Monthly statements will be delivered to the location at which gas is supplied, by an employee of the Company, or posted in the United States mail, unless the customer has directed the Company in writing to send statements to another address. The terms Delivered or Rendered shall not be construed as an obligation on the part of the Company to deliver or render statements to the customer in person, or to other occupants of the premises. Duplicate copies of statements will be furnished upon request, and failure to receive statements for any reason whatsoever, will not entitle customer to further time to pay account, or to a continuation of gas supply if account is over due.

(E) Customers whose facilities are located on pipeline taps which are not centrally odorized will receive monthly statements based on the customers reading of the meter. If the meter is not read by the customer, bills will be estimated. The Company will read these meters at least



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every six (6) months and the difference between the customer readings or the estimated consumption will be billed or credited to the customer's account.

(F) A residential apartment shall be defined as a room or group of rooms which contain a sink and/or cooking facilities and shall be considered a separate apartment for metering and billing purposes. House trailers shall also be considered separate apartments for metering and billing purposes.

(G) Individual residential customer premises shall be metered and billed separately even if under common ownership, and combined metering or billing shall not be permitted. Commercial and industrial premises shall be considered separate when not on the same tract or contiguous tracts of land, or when each is a complete unit not physically integrated with, or essentially a part of, the other or others, and each renders a complete service or produces a finished product. Tracts of land separated by public streets, roads or alleys shall be considered non-contiguous tracts.

(H) The commercial rate schedule of the Company will be applied to the gas used in two or more individual flats or apartments in a dwelling which was originally constructed as, or which has been converted into, a multiple-family building and where the owner has not elected to separately meter the gas used in each individual flat or apartment. Rooming houses without cooking facilities, tourist homes for transients and hotels will be metered and billed as single unit on the commercial rate.

(I) The Company may make a charge of \$5.00 for any special meter reading which it is called upon to make other than on the regular reading date. Where interim meter readings are furnished the owner of premises the Company accepts no responsibility as to the distribution of the monthly bill as between tenants.

(J) Claims for error in statements rendered should be made by the customer as soon as discovered; if the claim is found to be meritorious, the Company will make proper adjustment on the Customer's subsequent bills, or make refund to the customer within a reasonable time.

(K) The Company shall make a test of the accuracy of registration of a meter upon request of a customer. Except as otherwise provided in these rate schedules, if such test shows the meter to be slow or within the tolerance limit as to accuracy of registration, the customer may be required to pay a charge of ten dollars (\$10.00) for each test so made. If the test shows the meter to be fast and in excess of the tolerance limit of accuracy, such test shall be made at the expense of the Company and an adjustment shall be made with the customer. If no such test has been performed within the previous four years for the same customer at the same location, the test is to be performed without charge.

(L) In case a meter ceases to register, the quantity consumed will be estimated from the amount consumed during the corresponding period for the previous year, giving due consideration to weather and other pertinent factors, or by such other method that will be equitable.

#### VIII. GENERAL

The consumer shall use the gas delivered by the Company for his purposes only. The customer shall not, under any circumstances, resell or share with others any gas delivered by the Company. No changes, extensions, or replacement of service pipelines shall be made without the written consent of the Company. No extension whatsoever of customer owned piping shall be made for the purpose of supplying gas to adjacent property, or other person or concerns residing or operating on the premises of the customer. The foregoing natural gas resale prohibition shall not apply to distributors selling compressed natural gas as a motor vehicle fuel. The authorized agent of the Company shall have the right and permission to enter upon the premises of the customer to inspect or test lines, and appliances, to read, change or remove the meter, to turn on and shut off the gas, or to perform other related functions. This right shall not be construed as placing any responsibility on the Company to inspect and test the lines or

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equipment of the customer. No structures shall be erected over the Companys gas lines. In the event any such structure is erected, the customer will be provided the option of either removing the structure or paying the Company the cost of relocating the gas line, including the cost of obtaining alternative easements, if required. The place of delivery of all gas purchased shall be at the outside wall of the first structure being served if the Company has installed or replaced the service line to that point. In all other cases, the place of delivery of all gas purchased shall be at the point of connection to the consumer`s service line from which point all gas delivered shall become the property of the consumer, who shall thereafter be responsible for its passage through the meter and for all damage caused by said gas. The Company shall have no responsibility for any act or omission, and shall have no liability from any cause, downstream of delivery. In case the supply of gas should fail, whether from natural causes, bursting of pipes or accident in any way, the Company shall not be liable for damages, whether direct, special, continuing, exemplary, presumptive, incidental, indirect or consequential, including without limitation, loss of profits, loss of revenue, or loss of production capacity by reason of such failure. The Company shall not be liable in damages for any act or event that is beyond the Companys control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, arrests, wars, blockades, insurrections, riots and epidemics, landslides, lightning, earthquakes, fires, storms, floods and washouts, priority limitation or restraining orders of any governmental authority and civil disturbances, explosions, breakage, accidents, tests, maintenance or repair to machinery, equipment, lines of pipe or other facilities; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits; and any other causes whether of the kind herein enumerated or otherwise. Meters and pipes are likely to freeze in cold weather, and it shall be the duty of each consumer to protect the pipes and the meter or meters from the action of the elements. These Rules and Regulations are made a part and condition of all rate schedules of the Company and all customers served under such schedules shall be subject to these Rules and Regulations. These Rules and Regulations are in addition to Rules and Regulations now established by the Regulatory Body having jurisdiction over these matters.

**IX. STATE AND MUNICIPAL TAXES**

Whenever the State or a municipality imposes upon the Company any sales privilege, occupation, meter, or other special tax, except ad valorem taxes, the Company shall pass the tax on to customers within the jurisdiction of the taxing authority in accordance with provisions set forth in such tax law or ordinance.

**X. LEVELIZED PAYMENT PLAN**

A. Residential customers shall have the option (provided they meet certain qualifications) of adopting the Levelized Payment Plan (LPP) for billing purposes as opposed to the normal billing procedure.

B. Operation of the Levelized Payment Plan Under the LPP a customer`s bill will be computed by summing the most recent twelve months historical volumes and dividing by twelve to arrive at a consumption level. This average consumption level is used to calculate an average bill by applying a pre-calculated factor and applicable tax factor and rounding to the nearest dollar. The average bill amount thus derived will be the monthly payment amount for each of the succeeding six months. Actual billings will continue to be based upon the applicable rates and meter readings obtained to determine consumption. The amount due under the LPP will be identified as a separate item on the customer`s bill so the customer will know the amount to pay. The actual bill amount will also be reflected on the bill as a memo item for the customer`s information. At such time as an account on the LPP becomes delinquent, a late payment charge may be assessed against the delinquent amount due under the LPP. The cumulative

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difference between actual billings and the levelized billings under the LPP will be carried in a deferred balance that will accumulate both debit and credit differences. The monthly payment amount will be automatically reviewed and adjusted six months after the anniversary date. This adjustment will be made to assure that the difference between actual payments and average payments under the LPP will be minimal. The new LPP payment amount will be computed by averaging the sum of the most recent six months actual billings and a projected amount for the next six months. The projected amount will be derived by applying the current residential rate, cost-of-gas adjustment, and applicable tax factor to each of the most recent year's historical volumes for the corresponding months. This amount will be rounded to the nearest dollar and will be the monthly LPP payment amount for the next six months. On the initial and subsequent anniversary dates a new levelized payment amount is calculated by averaging the nearest dollar, the amount of the deferred balance and the amount derived by applying the current residential rate, cost-of-gas adjustment, and applicable tax factor to each of the most recent twelve months historical volumes. This new LPP amount will then be in effect until the time of the next six-months review. On each subsequent anniversary date a new levelized payment amount will be calculated in this manner. In such instances where sufficient billing history is not available, a twelve-month billing history will be estimated by the local manager. The estimated history will be based on actual billings for those months in which actual billing data is available and estimated for those months in which no such actual billing is available. Participation in the LPP will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's actual monthly billing.

C. Customer Qualification for Levelized Payment Plan The LPP shall be made available to residential customers only. The LPP is optional and will be available only on customer request, after an appropriate application for the LPP is completed and submitted to the Company's local business office and subsequently approved. At the time a customer elects to participate in the LPP, his account must be in current status. This means that the current billings must not be past due and no unpaid balance exists on his account. A customer who is unable to bring his account to current status may be placed on the LPP upon approval by the local manager by using the LPP average billing amount plus an additional amount over a specific period of time. Customer may discontinue LPP at any time by notifying the Company. If a customer requests termination, if an account is final billed, or if the customer is terminated by the Company as a result of past due amounts on an account, any outstanding balance owed to the Company at the time, including any differences between billings under the LPP and billings which would have been rendered under normal billing procedures shall be immediately due and payable. Likewise, any credit due customer shall be applied to the next bill.

XI. EXTENDED ABSENCE PAYMENT PLAN

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<b>SERVICE CHARGES</b>
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<u>RRC CHARGE NO.</u>	<u>CHARGE ID</u>	<u>CHARGE AMOUNT</u>	<u>SERVICE PROVIDED</u>
303984	MSC002		Collection Fee 16.00
303985	MSC003		NSF Check Charge 15.00
303986	MSC004		Special Meter Reading Charge 5.00
303981	MSC005		Meter Accuracy Test 10.00
303982	MSC006		Residential Customer Deposits 75.00* * Up to the maximum amount allowed under the Commissions Rules.
303983	MSC001		Connect/Reconnect Charge \$37.00

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DESCRIPTION: Distribution Sales STATUS: A  
 EFFECTIVE DATE: 03/23/2023 ORIGINAL CONTRACT DATE: 01/10/2022 RECEIVED DATE: 03/24/2023  
 GAS CONSUMED: N AMENDMENT DATE: 09/01/2022 OPERATOR NO: 829193  
 BILLS RENDERED: Y INACTIVE DATE:

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LCS-1c	<p>Company to any governmental authorities in connection with or attributable to the services provided hereunder.</p> <p>3.12. MEASUREMENT</p> <p>3.12.1. Except as may be otherwise provided elsewhere herein or required by law, the measurement and testing of gas received and delivered hereunder shall be done by Company, or its designee, as measuring party in accordance with the following:</p> <p>3.12.2. The gas received by Company hereunder shall be measured as follows:</p> <p>3.12.2.A. The unit of volume shall be 1,000 cubic feet of gas (Mcf) at a temperature base of 60 degrees Fahrenheit and at a pressure base of 14.73 pounds per square inch absolute.</p> <p>Whenever the actual conditions of pressure and temperature of the particular gas stream being measured differ from the above standard, conversion of the volume from such actual conditions to the above standard conditions shall be made in accordance with the Ideal Gas Laws corrected for super-compressibility in accordance with the method customarily used by the measuring party.</p> <p>3.12.2.B. Measurements of gas shall always be in accordance with requirements of law, and if the procedures, bases, or standards herein contemplated to be used in the determination of gas volumes are changed by law or regulatory action, the applicable rates shall be appropriately modified and adjusted to the extent necessary to the end that calculations to determine sums of money due hereunder after the change will reach the same end result in dollars and cents as would have been reached in the absence of such change.</p> <p>3.12.2.C. The temperature of the gas at each point of receipt shall be</p> <ul style="list-style-type: none"> <li>(i) determined by a recording thermometer</li> <li>(ii) determined by taking the average of the daily readings of an indicating thermometer, or</li> <li>(iii) assumed by mutual agreement to be 60 degrees Fahrenheit, provided that, if a recording thermometer is not being used, customer shall have the right, by reimbursing the cost of the equipment and its installation, to require the use of a recording thermometer. The Btu content of the gas per cubic foot shall be determined on a dry basis in accordance with good engineering practice in a manner reasonably calculated to result in a fair and accurate determination.</li> </ul> <p>3.12.2.D. The specific gravity of the gas shall be determined in accordance with good engineering practice as often as found necessary in operation.</p> <p>3.12.2.E. Standard type measuring and testing equipment necessary to measure and determine quantities hereunder shall be installed, operated and maintained in a</p>

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workmanlike manner.  
 Readings, calibrations, tests, repairs and adjustments of said equipment, and changing of charts, shall be done only by employees or agents of measuring party and in accordance with good engineering practice as often as found necessary in operation. Orifice meters, if used, shall be installed and operated, and volumes computed, in accordance with the latest version of the American Gas Association Gas Measurement Committee Report and Appendices thereto, and such amendments thereof as measuring party may place in use on its system for transactions of this type. Customer shall have access to the measuring and testing equipment at reasonable times, and shall have the right to have a representative present at tests, calibrations and adjustments thereof. Upon request by customer for a special test of any meter or auxiliary equipment, the accuracy of same shall be verified promptly, provided that the cost of such special test shall be borne by customer unless the percentage of inaccuracy is found to be more than two percent (2%), then previous readings shall be corrected to zero error for the period of time during which the equipment was known to be inaccurate, or if not known then to the shorter of six (6) months or the last date that the meter was tested; if said total inaccuracy is not more than two percent (2%), then previous reading shall be considered correct but the equipment shall be adjusted to read correctly. Measuring party shall not be required to verify the accuracy of such equipment more than once in any 90-day period, unless customer has a specific and verifiable reason to believe that the equipment is inaccurate by more than 2%.

3.12.2.F. If any meter or auxiliary equipment is out of service or out for repair for a period of time so that the quantity of gas delivered cannot be ascertained or computed from the reading thereof, then the quantity delivered during such period shall be estimated upon the basis of the best data available, using the first of the following methods which is feasible:

- (i) by correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculations
- (ii) by using the registration of any check equipment installed and accurately registering, or
- (iii) by estimating the volume on the basis of deliveries during preceding periods under similar conditions when the equipment was registering accurately.

3.12.2.G. Upon request, measurement charts and

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3. LARGE COMMERCIAL FIRM SERVICE (LCS-1)

3.1. AVAILABILITY

3.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Companys existing facilities. This rate schedule is available to any customer at a particular facility owned or operated by customer who enters into a large volume commercial service agreement (Agreement) with Company, in the form

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appended to this rate schedule on reasonable terms and conditions acceptable to the Company, for delivery of gas at the facility, provided such facility has experienced, or anticipates, an average daily demand of more than 100 MMBtu per day during the preceding or succeeding twelve (12) months, respectively. For the purpose of establishing eligibility for the Transportation Supply Option (TSO) defined in this rate schedule, customers experiencing or anticipating an average daily demand of 10 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. Customers choosing the TSO will remain under their originating SCS or LCS rate schedules, and are additionally subject to any specific rates, charges or riders specific to the TSO.

3.1.2. Company has historically allowed the volume usage of meters at facilities under common ownership and subject to other commercial rate schedules to be aggregated for the sole purpose of establishing eligibility for transportation. Although no aggregation will be allowed for eligibility, the ability to aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS or LCS rate schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO.

3.1.3. Customers under this rate schedule may choose between two sources of supply, as follows:

(a) System Supply Option (SSO) - under which customer will be delivered natural gas supply designated as general system supply of Company.

(b) Transportation Supply Option (TSO) - under which customer will be delivered natural gas supply received for customers account at points of receipt on Companys distribution facilities.

3.1.4. The customers election between the two supply options under this rate schedule shall be set forth in the requisite Agreement which will specify the term (duration) of this customer election. Under no circumstances shall the Company be obligated to (a) deliver natural gas volumes to a customer under this rate schedule from a supply source other than the one reflected in customers election embodied in the Agreement or (b) enter into an agreement with a term of less than one year. LCS customers failing to execute the requisite agreement setting forth the supply option election, shall default to the System Supply Option, and shall remain until such time that an agreement setting forth the alternative supply option is executed.

3.1.5. If customer has human needs requirements, or other requirements necessary for the preservation of life, health or physical property, the Company will require customer to certify and document such requirements in writing prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change.

3.1.6. Additionally, if customer has human needs requirements under the TSO, the Company will require customer to certify and document to Company that it:

(a) has made firm pipeline capacity and gas supply arrangements sufficient to ensure non-interruptible deliveries to satisfy its level of human needs

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requirements. This documentation will include written acknowledgement from the upstream pipeline that firm, primary delivery point capacity is under contract for the appropriate location that will service customer, and that such capacity is under contract for the

entire November through March time period

(b) has one or more alternative energy back-up systems in place to provide for continuous energy to satisfy the total human needs requirements that otherwise would be met by natural gas. In such instance,

there will be no requirement to meet this firm pipeline capacity and gas supply provision.

3.1.7. Customers converting from sales service to transportation service shall bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from that conversion, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the converting customer upon request. Upon request, Company shall provide a good faith estimate of such costs/credits based upon representations made by the customer as to usage, demand, timing, and other factors.

3.1.8 Customers converting from transportation service to sales service will be required to contract for such sales service between the months of February through April preceding the expiration of the primary or any succeeding term of the Customers existing contract. Customers seeking to contract for sales service during the required time frame will be allowed to convert to sales service provided that the Company is able to secure firm upstream transportation capacity and other upstream pipeline services sufficient to meet the Customers needs. Any such conversion will be effective upon the expiration of the term of the Customers existing contract, unless the Company and the Customer agree otherwise.

3.1.9. Seasonal Transportation. Customer facilities experiencing more than 80% of annual load during the flow months

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April through October, and who has experienced or anticipates an average daily demand of more than 10 MMBtu per day during any consecutive 30-day period of the preceding or succeeding April through October, are eligible to transport on a seasonal basis. Customers meeting the aforementioned criteria, may elect the TSO option and choose a subsequent return to the SSO option only once during the calendar year. Customers electing the TSO option on a seasonal basis, pursuant to notice given prior to May 31st or thirty days prior to commencement of service, whichever is earlier, may receive transportation service for a continuous period of at least 30 days between April 1 and October 31. Customers electing the TSO option on a seasonal basis are subject to the TSO contract administration fee. Additionally, each participating location shall pay a \$300 set-up fee upon initial election and upon any subsequent return to transportation service.

3.2. MAXIMUM QUANTITIES

3.2.1. Company and customer shall agree upon a Maximum Daily Winter Quantity (MDWQ) applicable to the period from November through March which will be reflected in the Agreement, and shall establish the maximum MMBtu Quantity that the Company will be



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obligated to deliver on a firm basis on any given day to customers point of delivery until such maximum quantity is revised pursuant to Part 3.2.4.

3.2.2. Average Daily Volume shall be calculated by dividing the annual volume by 365.

3.2.3. Under no circumstances is Company required to agree to an MDWQ, Average Daily Volume or other quantity-related obligation under this rate schedule that it finds inconsistent with actual expected operating outcomes or load requirements based on observed historical operating data, the level and nature of currently installed natural gas facilities, equipment and appliances, or other relevant, reasonable and appropriate information or data. When entering into a new Agreement, an existing customer will not be required to agree to an MDWQ, Average Daily Volume or other quantity related obligation under this rate schedule that is less than the quantities in effect during the previous Agreement, provided, however, that the quantities sought by the customer were actually experienced during the two-year period preceding the new Agreement.

3.2.4. Unless agreed otherwise, should customer deliveries exceed the Initial MDWQ during the period from November through March, then delivery demand set on that day shall reestablish the MDWQ and shall hereinafter be referred to as the Replacement MDWQ. Should annual deliveries exceed previously established levels, for the prior 12-month period, then the Initial Average Daily Volume will be reestablished for the annual period, and shall be known as the Replacement Average Daily Volume. The Replacement MDWQ or Average Daily Volume, respectively, become effective on the first day of the month after which the excess occurred for all meters read on and after that date, and continue for the remaining term of the contract or until such time that a Replacement MDWQ or Average Daily Volume is established. The Replacement MDWQ or Average Daily Volume shall not, however, exceed the quantity that is capable of being received or delivered on a firm basis. In the event that the Replacement MDWQ or Average Daily Volume would otherwise exceed the quantity that is capable of being received or delivered on a firm basis, then the Replacement MDWQ or Average Daily Volume shall be the maximum level that can be received or delivered on a firm basis.

3.2.5. Company shall not be obligated to receive or deliver more than the Maximum Hourly Quantity (MHQ). If customer takes gas in excess of the specified MHQ at the point of delivery without the approval of Company, and such excess flow causes physical harm to the Company, its other customers or its facilities, then customer shall reimburse Company for the actual cost of damages or harm or repairs to its facilities, plus overhead expenses, within 15 days after the date of Companys invoice to customer for such damages.

3.3. CAPACITY DEMAND

3.3.1. Each individually metered point of delivery under this rate schedule shall have a capacity demand (CD), equal to the higher of:

(a) The Initial MDWQ specified in customers Agreement with Company, subject to the maximum quantities provision herein, or the Replacement MDWQ as established pursuant to the provisions of Part 3.2.4.

(b) The Initial Average Daily Volume specified in customers Agreement with Company, or the Replacement Average Daily Volume as established pursuant to the provisions of Part 3.2.4.

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3.3.2. This CD shall be the billing determinant for both distribution demand charges and Fixed Storage Charges, Fixed Gas Supply Charges and Fixed Transportation Charges (GSR Demand) under the Gas Supply Rate Rider. The Initial MDWQ or Initial Average Daily Volume, the higher of which is also known as the Initial CD, shall remain in place until such time as a Replacement MDWQ or Replacement Average Daily Volume, the higher of which is also known as the Replacement CD, is established pursuant to the provisions of Part 3.2.4. During the course of the contract term, the CD established as billing determinant shall be the higher of the Initial CD under the contract or any Replacement CD established during the previous 12-month period. Unless agreed upon otherwise, if during the course of a multi-year contract, any Replacement CD established pursuant to Part 3.2.4. does not re-occur during any prior 12-month period, then effective the first day of the following month the Replacement CD will be established as the higher of the Initial CD or highest daily volume during the MDWQ period that falls within the previous twelve months. In no instance shall the Replacement CD be based upon usage occurring before the effective date of the customers Agreement.

3.4. RATES

3.4.1. Each customer receiving service under this rate schedule, other than small commercial firm sales service customers historically qualifying under the Part 3.1.2. aggregation provision, shall be charged the sum of (a), (b), (c) and (d) as follows:

(a) Distribution Customer Charge - \$290.00 per month. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Demand Charge per MMBtu of CD per month:

(i) \$8.01586 per MMBtu of CD up to 400 MMBtu of CD plus, if applicable

(ii) \$1.23854 per MMBtu of CD over 400 MMBtu of CD.

(c) Gas Supply Rate Rider:

(i) SSO - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Companys Gas Supply Rate Rider.

(ii) TSO - The customer will provide the appropriate LUFG-in-Kind as described in the Companys Gas Supply Rate Rider.

Volumes provided as LUFG-in-Kind will not be considered in the calculation of Capacity Demand and shall not be subject to Distribution Charges.

3.4.2. Monthly charges applicable to customers under the TSO described in Part 3.1.3. of this rate schedule, including small commercial firm sales service customers historically qualifying under the Part 3.1.2. aggregation provision of this rate schedule or qualifying for transportation under the SCS rate schedule, are as follows: (a) Contract Administration Fees: TSO - \$332.61 per month.

3.5. MINIMUM CHARGE The sum of (a), (b), and (c) if applicable:

(a) Distribution Customer Charge - \$290.00 per month. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Demand Charge - per MMBtu of CD per month:

(i) \$8.01586 per MMBtu of CD up to 400 MMBtu of CD plus, if applicable

(ii) \$1.23854 per MMBtu of CD over 400 MMBtu of CD

(c) Contract Administration Fee ` TSO - \$332.61 per month.

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3.6. TELEMETERING EQUIPMENT

3.6.1. Telemetry is required for all customers who receive service pursuant to this rate schedule, including customers qualifying under Part 3.1.2. of the aggregation provision of this rate schedule. If Company does not have telemetry at customers point of delivery, upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at customers point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer: ( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. ( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter. ( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees. ( ) Option 4: Customer elects wireless service through

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Company`s curtailment plan as effective from time to time, failure of gas supply and any other cause, similar or dissimilar, not within the reasonable control of the party claiming relief. The party affected shall notify the other promptly and shall remedy the cause of suspension with reasonable diligence, retaining to such party unqualified discretion in settling labor disputes.

3.14. OPERATING INFORMATION AND FORECASTS

3.14.1. Customer, upon request, shall furnish or cause to be furnished to Company from time to time such reasonable data as in Company`s judgment is necessary for the proper

analysis of the daily and annual gas load requirements of customer for this service. Customer at all times shall keep Company informed of anticipated significant changes in the size and character of such load requirements.

3.15. USE

3.15.1. All gas delivered to customer under the Agreement shall be for customer`s own use and shall not be resold.

3.16. NON-SYSTEM SUPPLY: TERMS AND CONDITIONS

3.16.1. Customer transactions operating under the SSO described in Part 3.1.3. of this rate schedule shall be governed by Company`s other generally applicable rates and policies.

The operating terms and conditions of service provided hereinafter, in addition to

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the Companys other generally applicable rates and policies not consistent therewith, shall apply to customer transactions under the TSO of this rate schedule.

3.17. NOTICES

3.17.1. Notices, requests, demands, statements, or bills provided for under this rate schedule and the Agreement (other than those related to nomination, scheduling and other operational

issues having immediate operational consequence and requiring shorter notice that either Company or customer may desire to give the other, as provided for under Part 3.32.1.) shall be in

writing and if delivered shall be considered as duly delivered when mailed by registered or certified mail to the post office address of Company or customer as indicated in the Agreement, or

at such other address as either shall designate by formal written notice to the other. Routine, nonoperational communications, including monthly statements and payments if received, shall

be considered as duly delivered when mailed by either registered, certified or ordinary mail or when provided electronically.

3.18. RECEIPT OF GAS FOR TRANSPORT

3.18.1. The customer must tender the gas for transportation hereunder at a mutually agreeable point or points as specified in the Agreement at whatever pressure is necessary to effect deliveries

of the gas against the fluctuating working pressures maintained in Company`s system at that point from time to time. Company will not be obligated to accept any gas into such system for

transportation that does not meet the quality specifications required to be met by Company`s suppliers when delivering gas to Company for sales to Company`s customers.

3.18.2. Company will be responsible for installing and operating the necessary tap and measurement facilities at each point of receipt to receive and measure the gas delivered for transportation

hereunder. If Company agrees to provide new or additional facilities to perform the services requested by customer, upon Company`s request, customer shall reimburse Company, or cause

Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

3.19. DELIVERY OF GAS BY COMPANY AFTER TRANSPORTATION

3.19.1. Except as may be otherwise specified elsewhere herein, the gas shall be tendered for delivery after transportation at the working pressures maintained from time to time by the delivering

party at the designated point of delivery as specified in the Agreement from time to time. It is recognized that the gas delivered to customer after transportation will not be the same gas that

Company received for transportation, but that the gas delivered after transportation will meet the quality specifications applicable to gas that Company sells on its system from its general system

supply. Company will use its best efforts consistent with the prudent operation of

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its system to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then customer shall notify Company of such deficiency and thereupon may, at customer`s option, refuse to accept delivery pending correction by Company.  
 3.19.2. The point where responsibility for the gas shall pass to customer after transportation shall be at the outlet of the delivery

LCS-1j

Pool Manager have executed a Pooling Service Agreement in the form acceptable to Company.  
 (c) Pool Manager has submitted formal documentation of agency for customers subject to aggregation under this service.  
 (d) Pool Manager complies with all applicable provisions of this rate schedule. Pooling service shall be available subject to capacity constraints and operational conditions.  
 Company reserves the right to require the Pool Manager to deliver supply adequate to meet the requirements of the customers served by the Pool Manager.  
 3.23.2. Pooling shall consist of the aggregation of the Receipt Point(s) available to customers subject to the Pooling Service Agreement and deliveries made at Delivery Point(s) delivered subject to the Pooling Service Agreement. The Pool Manager, having documented agency authority, shall submit nominations and allocation information for all customers subject to the Pooling Service Agreement, to Company, in accordance with Part 3.20. Company shall not have any liability to a Pool Manager or customer as a result of Companys reliance on the performance of Pool Manager.  
 3.23.3. Pooling Managers shall make Pooling Service available for all customers for which Pooling Manager provides supply services on the Companys system.  
 3.23.4. Imbalances in a Pool will be calculated by determining the difference between total aggregated receipts into the Pool and the total deliveries allocated out of the Pool to end users. Imbalance tolerances outlined in Part 3.21.5.A., 3.21.5.B. and 3.21.8. shall apply to the aggregated imbalance total, unless and until Pooling rights are interrupted for a specified period.  
 3.23.5. Imbalances incurred subject to Parts 3.21.5.A., 3.21.5.B. and 3.21.8. will be billed as specified in the Pooling Service Agreement. In the event that the Pool Manager fails to pay invoices, customer will remain liable for payment of all charges, as acknowledged in the Pooling Service Agreement. Should Pool Manager fail to pay invoices calculated at the aggregated level, upon default to the individual customer invoice, the invoice shall be recalculated at the individual customer level, without benefit of the aggregated tolerance.  
 3.23.6. Pooling Service Agreements and Agency Agreements, and changes thereto, shall become effective on the first day of the month provided that the Company

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receives such Agreements,  
or changes thereto, at least five (5) business days before the first day of the month.

3.24. WARRANTY OF TITLE

3.24.1. Customer shall have title to and shall warrant its title to all gas delivered to Company under the TSO of this rate schedule, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Customer shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Customer shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company`s facilities. Customers entering into Agreements as specified in Part 3.1.1. shall have the right to deliver volume for redelivery, available exclusively for customers own use. Such delivery rights shall not be resold to or shared with third parties.

3.25. ASSIGNMENT

3.25.1. Customer shall not assign the Agreement in whole or in part, nor shall customer agree to provide services to others by use of any capacity contracted for under the Agreement, without Companys prior written consent. In addition to all other rights and remedies, Company may terminate the Agreement immediately if it is assigned by customer or if customer subcontracts its transportation capacity to others without such prior consent, whether the assignment be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

3.26. TRANSPORTATION

GL-1

4. UNMETERED GAS LIGHT FIRM SALES SERVICE (GL-1)

4.1. AVAILABILITY

4.1.1. This rate schedule is available at points of adequate capacity and suitable pressure. This rate schedule is available to new or existing customers for unmetered gas, to be used solely for the continuous operation of natural gas lighting fixtures. Service under this rate schedule is offered at the Company`s discretion, and only when metering the lighting fixtures` consumption is not economical.

4.1.2. This rate schedule is applicable to unmetered, continuously burning, natural gas lighting. The natural gas lighting fixture must be equipped with a natural gas or L.P. regulator approved by the Company, capable of regulating Company`s main line pressure down to an appropriate pressure level. Where applicable, the natural gas lighting fixture must also be equipped with an orifice that will restrict gas flow

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to the appropriate cubic feet per hour input capacity rate, identified in this schedule. Customer is responsible for all natural gas lighting fixture modifications, maintenance, and installation. Company must inspect and approve the lighting fixture, any fixture modifications, and fixture installations, before natural gas service is made available.

4.1.3. Company is responsible for providing a main line tap, cut-off valve, and up to 75 feet of service line per natural gas lighting fixture. Customer will be responsible for the cost of service line installation beyond 75 feet. Company must inspect and approve the natural gas lighting fixture, any fixture modifications, and fixture installation, before natural gas service is made-available. The Ccf to be billed during a billing period shall be calculated using the following procedure: (A) Manufacturers rated input for each gas light in cubic feet per hour; multiplied by (B) the number of lights in installation; multiplied by (C) 7.3.

4.2. RATE

4.2.1. The customer shall be charged in accordance with the currently effective residential or commercial rate schedule otherwise applicable to the customer served hereunder.

4.3. MINIMUM CHARGE

4.3.1. The minimum charge rate shall be computed in accordance with the currently effective residential or commercial rate schedule otherwise applicable to the customer served hereunder.

4.4. RIDERS

4.4.1. The applicability of riders shall be in accordance with the currently effective residential or commercial rate schedule otherwise applicable to the customer served hereunder, except for the WNA Rider, which shall not apply, as gas light usage is not affected by weather.

4.4.2. Service will be rendered under this rate schedule until service is discontinued to customer or until the schedule is superseded.

4.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

4.5.1. The Company`s Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

GSR

1. GAS SUPPLY RATE (GSR)

1.1. GAS SUPPLY RATE (GSR) APPLICABILITY AND REQUIREMENTS The charges for gas sales service contained in Companys total billing to sales customers shall include the cost of gas sold as identified in this Rider. For purposes of this Rider the cost of gas sold shall include the sum of all gas purchased for Companys customers, upstream transportation charges, storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, any transaction-related fees, gains or losses and other transaction costs

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associated with the use of various financial instruments used by Company to stabilize prices.

1.2. DEFINITIONS

1.2.1. Cost of Gas Sold - For purposes of this clause the cost of gas sold during a month shall be the sum of all gas purchased for the customers, transportation and storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, and any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments to stabilize gas prices.

1.2.2. Lost and Unaccounted for Gas (LUFG) - For purposes of this clause LUFG will be the portion of the Cost of Gas Sold that is not delivered to sales or transportation customers. LUFG is calculated as purchase volumes less sales volumes. More specifically it will contain Shrinkage, Company Used gas, and Remaining LUFG (RLUFG). Shrinkage is calculated by rate classification at the time of billing and represents a calculation of gas delivered but not measured to customers due to known departures from the Ideal Gas Laws. Company Used Gas is gas measured directly to Company facilities, and RLUFG is total LUFG less Shrinkage and Company Used Gas. Company shall not be allowed to recover LUFG in excess of 5%, computed on an annual basis.

1.2.3. Fixed Transportation Charges - Charges incurred for transporting gas to Companys system that do not vary with the volume of gas being transported, including, for example, pipeline Firm Transportation (FT) and No Notice Transportation (NNT) demand and/or reservation fees.

1.2.4. Fixed Storage Charges - Charges incurred for storing gas that do not vary with the volume of gas injected into or withdrawn from storage, including, for example, Firm Storage Service (FSS) demand and/or reservation fees.

1.2.5. Fixed Gas Supply Charges - Charges incurred for the acquisition of gas supply that do not vary with the volume of gas purchased, including, for example, supply demand and/or reservation fees.

1.3. GSR FILINGS

1.3.1. Scheduled GSR Filings: Company shall make two Scheduled GSR Filings each year: a Winter Season GSR and a Summer Season GSR. The Winter Season GSR shall be effective for billings rendered to customers during the months of November through the following March. The Summer Season GSR shall be effective for bills rendered to customers during the months of April through the following October. The Winter Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirement for the period between the effective date of filing and the next Summer Season GSR; and, (2) all of the annual actual cost (true-up or secondary adjustment factor) adjustments and any refund factor adjustments relating to or arising during the immediately preceding 12 months ending August each year. The Summer Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirements for the period between the effective date of the Summer Season GSR and the effective date of its next Winter



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Season GSR; and, (2) maintaining all of the actual cost of gas adjustment (annual true-up or secondary adjustment) and any refund adjustments.

1.3.2. **Unscheduled GSR Filings:** Should a projected under or over recovery balance arise during any seasonal GSR period which exceeds ten percent (10%) of the projected annual gas cost per the most recent scheduled GSR filing, then the Company may propose an **Unscheduled GSR filing**. If an **Unscheduled GSR Filing** is made, that filing: (1) must contain rates reflecting the then current estimate of the gas cost revenue requirement for the period from the effective date of such filing to the next scheduled filing, and (2) must maintain all of the actual cost of gas adjustment (annual true-up or secondary adjustment factors) and any refund adjustment factors. The **Unscheduled GSR Factor** shall remain in effect only until the next scheduled GSR Filing.

1.3.3. **Scheduled and any Unscheduled GSR filings** shall be filed with the Commission by the last business day of the month immediately preceding the month the proposed new GSR factor will be implemented.

1.4. **ALLOCATION OF COSTS**

1.4.1. **Calculation of Demand Cost Component:** Calculating demand costs - The demand gas cost revenue requirement component shall be the annual total of the gas costs that do not vary with the actual consumption, such as fixed transportation and storage costs, fixed gas supply charges, and fixed financial charges associated with financial instruments purchased to stabilize prices. Calculating demand cost allocation- The demand cost component of each season's filing shall be calculated by multiplying the total annual projected demand costs by the appropriate allocation factors for those demand costs for the respective RS-1, and the non- TSO SCS customers (defined as the factor representing the peak day demand for the non-TSO SCS-1, non-TSO SCS-2, and non-TSO SCS-3 customers), and LCS customers.

1.4.2. **Calculation of Commodity Cost Component:** Calculating commodity costs by season - The commodity gas cost revenue requirement component of each season's GSR shall be the sum of all gas cost purchased for sales customers other than demand costs or LUGF costs, such as variable transportation costs, gas supply commodity costs, and the transaction costs associated with the use of futures contracts and options and other prudently incurred costs associated with various financial instruments purchased by Company to stabilize gas supply rates. The commodity gas costs shall include the commodity cost of storage withdrawals and injections. Company will utilize any technique or method it deems reasonable for purposes of estimating the commodity cost component of each seasonal filing. Seasonal commodity cost allocation - the seasonal commodity costs assigned to RS-1 and non-TSO SCS and LCS customers will be determined by multiplying the Seasonal Commodity Cost by the ratio of estimated sales volumes for the respective classes in that season. For purposes of Commodity allocation and the establishment of Commodity rates, the SCS-

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1, SCS-2, and SCS-3 classes will be combined and considered as one class.

1.4.3. LUFG Allocation: For purposes of LUFG allocation, and the establishment of LUFG rates, the SCS-1, SCS-2, and SCS-3 classes will be combined and considered as one class. For purposes of calculating the allocation percentages only, LUFG-in-Kind will be added to LUFG and will be known as True LUFG. True LUFG will be allocated to the respective rate classes based on the factors established below for each of the components of LUFG: Shrinkage ` for each rate class (including regular sales and TSO customers) shall be determined based on cost causation. Company Used Gas ` shall be determined by the direct measurement of the gas consumed by Company facilities, and allocated to each rate class (including regular sales and TSO customers) based on the ratio of the number of customers in each class and the total for such classes. Remaining LUFG (RLUFG) ` shall be defined as the difference between (a) total True LUFG; and (b) the sum of Shrinkage and Company Used Gas established above. It shall be allocated to the respective customer classes as follows: 55% based on the volumes for the most recent twelve-month-ending August period of the rate classes (including regular sales and TSO customers). 35% based on the demand components for the rate classes (including regular sales and TSO customers). 10% based on the annualized number of customers of the rate classes (including regular sales and TSO customers) as of the most recent twelve-month-ending August period. The sum of the allocated LUFG volumes for the three LUFG components will be used to develop an allocation percentage by class to be applied to the LUFG cost.

1.5. RATE CALCULATION RS-1 Customers - The GSR for Residential customers will be a per Ccf rate that is determined by summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the residential class and adding that result to the per Ccf rate determined by dividing the allocated annual costs in Part 1.4.1. by the estimated annual sales volumes. SCS and LCS Customers - The commodity portion of the rate for non-TSO customers will be determined by respectively summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the respective classes. SCS-1, SCS-2, and SCS-3 customers will be combined and considered as one class for purposes of determining the commodity portion of the rate. While the calculation will be made in Ccf, it will be appropriately translated to MMBtu as needed. The demand portion of the rate for LCS non-TSO customers will be charged to the customers based on their assigned CDs in MMBtu. The rate will be determined by dividing the respective classes allocated costs in Part 1.4.1. above by their respective annualized CDs. Since the demand charges are part of an overall non-specific set of upstream contracts, the support for their allocations will be provided in the schedules supporting the filing. Allocation and Demand Rate Calculation for SCS-1, SCS-2, and SCS-3 Customers ` The costs allocated to the combined SCS-1, SCS-2, and SCS-3 customer classes will be based on the allocation of costs as described in

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paragraph 1.4.1. The demand portion of the rate for the non-TSO SCS-1 customers and the non-TSO SCS-2 customers (during the November-March period) will be determined by dividing the costs attributable to the SCS customer class reduced by the anticipated demand revenue paid by SCS-2 class in the summer period (April ` October) and further reduced by the demand revenue paid by the SCS-3 class for the entire year (September ` August), by the sum of the projected annualized SCS-1 volumes and the projected SCS-2 winter volumes (November-March). The demand portion of the rate for the non-TSO SCS-2 customer class in the summer period (April ` October) will be \$0.01984 per Ccf. The demand portion of the rate for the non-TSO SCS-3 customer class will be \$0.04310 per Ccf for the entire period (November ` October).

1.6. SPECIAL PROVISION REGARDING TSO CUSTOMERS LUFG costs - Customers under the TSO option may provide LUFG-in-Kind gas volumes. The LUFG-in-Kind (volumetric delivery requirement) for each customers account will be determined based on the most recent twelve-month ended August period and expressed as a percentage of the gas delivered for the customers account at the customers point of consumption. The percentage will be determined by dividing the allocated volumes of total LUFG in the respective class (SCS or LCS) by the total estimated sales volumes in their respective class. Assignment of Surcharges to TSO Customers - In the event an LCS-1, SCS-1, or SCS-3 customer changes its supply service election at the end of the contract term from the system supply option (SSO), the amount of the deferred gas cost account attributable to that customer shall be charged or distributed to that customer, whichever is applicable. The charging to or distribution of the deferred gas cost account attributable to that customer shall be removed or added to the deferred gas cost account of the applicable rate schedule.

1.7 DEFERRED PURCHASED GAS COST ACCOUNTS Company shall establish and maintain a Deferred Gas Cost Account(s) in which shall be recorded any over or under recovery resulting from the operation of the GSR procedure. Such over or under recovery by class shall be determined monthly by comparison of the actual Cost of Gas Sold as defined above for each cost month to the gas cost revenue recovery for the same revenue month as the cost month. The accumulated balance of over or under recovered gas costs, plus the carrying charge described below, shall be used to determine the surcharge. The surcharge shall be computed annually by dividing each class cumulative balance over recoveries or under recoveries as of the end of each August by the respective class estimated volumes of sales for the projected twelve-month period. The surcharge shall be filed annually and will be included with the Scheduled Winter Season GSR Filing and shall be rounded to the nearest \$0.0001 per Ccf. The surcharge shall remain in effect until the earlier of: (1) superseded by a subsequent surcharge calculated according to this provision or, (2) the beginning of the second revenue month following the month in which the full recovery or refund is accomplished if such full recovery or

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refund is accomplished prior to the end of the established recovery period. A carrying charge shall be included in the monthly under or over recovery balance resulting from the monthly comparison of the actual Cost of Gas Sold to the revenue recovery resulting from the application of the prescribed GSR, and a carrying charge shall be included in the monthly under or over recovery balance applicable to the surcharge. The monthly carrying charge shall be determined by multiplying the average of the beginning and ending month balance of under or over recovery for the cost month times the rate of interest applicable to customer deposits.

1.8. DEMAND ALLOCATION It is recognized that over time as customer classifications change or demand levels change, the accuracy of the originally approved demand factors may deteriorate. Company can request a change in the allocation procedures with a minimum three month lead time prior to the filing date for the seasonal filings. Changes under this provision are limited to changes required to restore the accuracy of the originally approved demand factors and shall be not be used by either Company or the applicable regulator to implement changes in allocation methodologies that would normally require a general rate application.

1.9. REFUND PROVISION If an increase in the cost of gas paid or payable to Company shall be reduced by the final order of a duly constituted regulatory body or the final decree of a court, if appealed thereto, and such increase shall have been reflected in Companys rate to the extent and in the manner specified in this GSR, Company shall report to the Commission the receipt of any refunds resulting from such final order or decree. Thereupon, Company shall submit for the Commissions approval a plan to make equitable disposition of such refund monies to the extent such monies represent increased charges paid by its customers as result of this GSR; provided, however, that if the amount to be refunded to customers hereunder with respect to a particular refund received does not amount to more than one-tenth cent per Ccf, then Company will apply that refund as a credit in its cost of gas computations hereunder for the month in which it receives the refund from its supplier. Nothing in this clause shall be construed to require refunds or a reduction of Companys rate as a result of such an order reducing the cost of gas where the original increase in the cost of gas has not been reflected in Companys billings for its sales to customers under this rate schedule.

1.10. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service ` Off-Peak (SCS-2) Small Commercial Firm Sales Service` NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

TA

3. MUNICIPAL TAX ADJUSTMENT CLAUSE (TA)

3.1. The Company will pass on Municipal Taxes to Local Customers by adding to each monthly bill rendered a Local Customer as a separate line item identified as Municipal Franchise Adj, an amount calculated on an equal-per-meter basis determined in accordance with the following:

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3.1.1. As used herein, the term City Tax, or Municipal Tax, refers to any and all privilege, occupation, franchise meter, gross receipts or other tax or assessment of whatever kind and by whatever name (except ad valorem taxes) now and at any time hereafter levied on, the Company by any Municipality.

3.1.2. Municipality refers to the local taxing authority imposing the Municipal Tax, whether city, town, village, unincorporated association, district, county or other

authority authorized to impose same under present or future law.

3.1.3. Local Customers refers to any and all residential and general service customers in Texas that are within the geographical boundaries or taxing authority of

the Municipality; provided, that if a particular tax ordinance or other act imposing the Municipal Tax includes in its taxing impact any service locations that would

otherwise not be considered a Local Customer hereunder, then such service will be included in the term Local Customer.

3.2. Notwithstanding the above, if a particular tax ordinance or other act imposing the Municipal Tax specifies a method of payment of collection other than on an equal-per-meter basis, then the method so specified shall be utilized provided such method results in the collection of taxes from Local Customers equal to the taxes levied on the Company

3.3. The Company, upon receipt of a certified copy of the approved municipal ordinance will initiate the pass-on of any increase or decrease in taxes subject to this

clause beginning with the billing cycle immediately following receipt of the ordinance, and upon the availability of customer billing data necessary to initiate or to revise

the calculation of the pass-on.

3.4. If at any time there is a significant change in any of the above determining factors which will cause an unreasonable over or under collection of Municipal Taxes,

the Company will adjust the amount collected so that such over or under collection will be minimized.

3.5. APPLICABLE RATE SCHEDULES: Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service Off-Peak (SCS-2) Small Commercial Firm Sales Service`NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

**WNA**

WEATHER NORMALIZATION ADJUSTMENT (WNA)

4.1. For bills rendered from November 1 through April 30 each year, the applicable margin rates for gas service to customers served under the applicable rate schedules shall be adjusted

by a Weather Normalization Adjustment (WNA) to reflect much of the impact of heating degree day variations from normal levels which were used to set rates under the applicable rate schedules.

4.2. In order to calculate the total weather adjustment for the applicable billing cycle, a weather deviation is computed and multiplied by the applicable margin

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rate. A per Ccf WNA adjustment is calculated by dividing the total weather adjustment by the average Ccf usage per customer for all customers in each billing cycle, using the formula described below. The per Ccf adjustment for each applicable rate schedule is applied to customer`s usage for the billing cycle. The WNA shall be separately identified on customer bills.

4.3. CALCULATION OF WEATHER NORMALIZATION ADJUSTMENT

4.3.1. The WNA is calculated as follows:  $WNA_i = R_i(DDF_i (NDD - ADD)) AAU_i$  Where:  $i$  = Any particular rate classification to which the WNA is to be applied. WNA = Weather Normalization Dollar

Adjustment per Ccf  $R$  = Applicable Margin Rate  $DDF$  = Degree Day Factor associated with the applicable rate schedule: Residential Service (RS-1) .1536 Small Commercial Sales (SCS-1) (SSO)

.5921  $NDD$  = Normal Degree Days during the billing cycle  $ADD$  = Actual Degree Days during the billing cycle  $AAU$  = Average Actual Usage per customer for each billing cycle

4.4. DEFINITIONS

4.4.1. Normal Degree-days: The heating degree-days, which are based on a 30- year average ending June 30, 2015 as are shown on Attachment 1.

4.4.2. Actual Degree Days: The actual heating degree days as published by Weather Services Corporation, or any other nationally recognized third party weather service.

4.4.3. Applicable Margin Rate:

4.4.3.1. The Residential Service (RS-1). The RS-1 WNA marginal rate will use the marginal rate of the residential volumes that are in excess of 15 Ccf. The resulting WNA price will be applicable only to volumes in excess of 15 Ccf.

4.4.3.2. The Small Commercial Sales Service (SCS-1) System Supply Option (SSO). The SCS-1 WNA marginal rate will use a weighted average marginal rate of the November - April SCS-1 SSO

volumes that are in excess of 78 Ccf. The mechanics will be to use the monthly bill frequencies to determine the volume in the 79-1,500 Ccf range, the volume in the 1,501-15,000 Ccf range, and the volume above the 15,000 Ccf range. The weighted average margin will be determined by applying the first block margin rate to the 79-1,500 Ccf volumes, the second block margin rate to the volumes in the 1,501-15,000 range, and the third block margin rate to the volumes in the range above 15,000 Ccf, summing those totals and dividing the results by the total volumes in those ranges. The resulting WNA price will only apply to volumes in excess of 78 Ccf.

4.5. APPLICABLE RATE SCHEDULES

Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) System Supply Option (SSO) ATTACHMENT NO. 1 TO WNA TARIFF DAILY NORMAL HDDS FOR WNA BILLING

FOR THE THIRTY YEAR PERIOD ENDED JUNE 30, 2015

Date HDD Date HDD Date HDD Date HDD Date HDD Date HDD Date HDD Date HDD Date HDD

Date HDD Date HDD Date HDD 1-Jan 23 1-Feb 21 1-Mar 16 1-Apr 7 1-May 2 1-Jun 0 1-Jul

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2 2-Jun 0 2-Jul 0 2-Aug 0 2-Sep 0 2-Oct 1 2-Nov 8 2-Dec 18 3-Jan 23 3-Feb 21 3-Mar  
16 3-Apr 7 3-May 2 3-Jun 0 3-Jul 0 3-Aug 0 3-Sep 0 3-Oct 2 3-Nov 8 3-Dec 18 4-Jan  
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31-Aug 0 31-Oct 7 31-Dec 24 Normal year 696 540 358 126 21 0 0 0 6 121 368 668 Leap  
year 557 685

**EECR**

5. ENERGY EFFICIENCY COST RECOVERY RIDER (EECR)  
5.1. The Energy Efficiency Cost Recovery Rider (EECR) shall be the amount charged to Summit Utilities Arkansas customers residing or located in Texarkana, Arkansas under Arkansas tariff Rider Schedule No. 5 Energy Efficiency Cost Recovery Rider (EECR).

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5.2. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Small Commercial Firm Sales Service`Off-Peak (SCS-2) Small Commercial Firm Sales Service`NGV (SCS-3) Large Commercial Firm Service (LCS-1) Unmetered Gas Light Firm Sales Service (GL-1)

LCS-1b

Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month

for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

3.6.2. If customer chooses analog telemetry, then customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary. If customer chooses wireless telemetry, then customer shall pay Company \$10 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.

3.7. RIDERS

3.7.1 In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule: Rider Identification on Name Description Customer Bills TA Municipal Tax Adjustment Municipal Franchise Adj EECR Energy Efficiency Cost Recovery Rider EE Cost Rate

3.7.2. Service will be rendered under this rate schedule until service is discontinued to customer, the customer qualifies for service under the small commercial firm sales service rate schedule, or the schedule is superseded.

3.8. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

3.8.1. The Company`s Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

3.9. BILLING AND PAYMENT

3.9.1. Customers bills will be based on capacity demand and the quantity of MMBtus delivered to customer at the delivery point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within fourteen (14) days after the date the bill is mailed or made available electronically. Company shall have the right to bill customer each month hereunder on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered.



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Amounts past due hereunder shall bear interest from the due date until paid at the maximum lawful rate. The Company shall not discontinue service to customer for violation of its rates and policies nor for non-payment of bills, without first having diligently tried to induce the customer to comply with its rates and policies, or to pay amounts due the Company. Company may suspend service to customer after written notice shall have been given to the customer by the Company in the manner provided for in the Commission's Rules. Company may require as a condition of recommencement or continuation of service the maximum refundable deposit or bond allowed by the Commission to secure payment of bills. Interest at such rates as are required by the Commission shall be paid on any such deposit amount.

## 3.10. DEFINITIONS

3.10.1. The following terms when used herein shall be construed to have the following meaning, except where the context of their use clearly indicates another meaning:

3.10.2. The term Large Volume Commercial Customer Agreement (Agreement) shall mean a written and fully executed agreement between Company and customer which provides for service under the applicable supply option of this rate schedule.

3.10.3. The term customer shall mean the party so identified in the Agreement, or its designee.

3.10.4. The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Standard Time, at the point at which delivery of gas is made.

3.10.5. The term month, Service Month, or monthly shall mean the period beginning at or as near as practicable to 9:00 a.m., Central Standard Time, on the first day of the calendar month and ending as near as practicable to 9:00 a.m. on the first day of the next succeeding calendar month.

3.10.6. The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3.10.7. The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute.

3.10.8. The term Mcf shall mean one thousand (1,000) cubic feet of gas.

3.10.9. The term Btu shall mean British Thermal Unit.

3.10.10. The term MMBtu shall mean one million (1,000,000) Btu's.

3.10.11. The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges

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associated with delivery of the product by Company or any supplier pipeline of the Company.

3.10.12. The term balancing shall mean the service provided by Company when quantities of gas received by Company at the Point(s) of Receipt differ at any time from the quantities of gas delivered by Company at the Point(s) of Delivery under the Agreement.

3.10.13. 3.10.13. The term Point(s) of Receipt shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of customer.

3.10.14. The term Point(s) of Delivery shall mean the point or points specified in the Agreement where Company agrees to deliver gas transported for the account of customer.

3.10.15. The term imbalance shall mean the difference in the MMBtu`s of natural gas which customer takes at the Point(s) of Delivery and the MMBtu`s which customer provides for transportation at the Point(s) of Receipt.

3.10.16. The term Average Daily Volume shall be calculated by dividing the annual volume by 365.

3.10.17. The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customers account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of, MDWQ or Average Daily Volume.

3.10.18. The term Initial CD shall mean the higher of the Average Daily Volume or the Maximum Daily Winter Quantity MDWQ. The Initial CD shall be negotiated by the Company and the customer.

3.10.19. The term Initial Maximum Daily Winter Quantity shall mean the Maximum Daily Winter Quantity MDWQ reflected on the initial Exhibit A to the Large Volume Commercial Customer Agreement.

3.10.20. The term Replacement CD shall mean a daily volume higher than the Initial CD, that is substituted and used as a CD pursuant to Part 3.3.2.

3.10.21. The term Replacement Maximum Daily Winter Quantity shall mean the Maximum Daily Winter Quantity MDWQ reflected on the revised Exhibit A to the Large Volume Commercial Customer Agreement.

3.10.22. The term Inside FERC Enable-East First-of-the-Month Index, or Enable Index, shall mean the price published in Platts Inside FERCs Gas Market Report under the heading Prices of Spot Gas Delivered to Pipelines for Enable Gas Transmission, LLC. East under the subheading Index for the applicable Month of gas delivery. For any month in which Platts Inside FERC Gas Market Report fails to report an Enable Index, Company shall substitute the price published in Platts Inside FERC Gas Market Report under the heading Market Center Spot Gas Prices for Henry Hub under the subheading Index for the applicable Month of gas delivery (the Henry Hub Index), adjusted to reflect a historical variance between the Enable Index and the Henry Hub Index. The

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variance shall be the average of the difference between the Henry Hub Index and the Enable Index for the two most recent months in which both indices were published by Platts Inside FERCs Gas Market Report.

3.11. GOVERNMENTAL REGULATIONS

3.11.1. Service hereunder shall be subject to all relevant present and future local, state and federal laws and all rules, regulations and orders of regulatory authorities having jurisdiction over any of the parties, as applicable, and the obligations of all parties hereunder are subject to obtaining whatever regulatory approvals and authorizations are necessary for the lawful implementation of the Agreement, on continuing conditions satisfactory to the party affected. Customer shall cooperate with the Company by providing promptly all information and in making whatever reports or filings are necessary in regard to service rendered under this rate schedule. Neither party shall be held in default for failure to perform hereunder if such failure is due to good faith compliance with the requirements of any such laws, orders, rules and regulations. Should any governmental body having jurisdiction impose on the Company or the services provided hereunder or otherwise require service hereunder on terms and conditions that are unacceptable to Company, in its sole discretion, then Company may terminate service hereunder at any time thereafter upon notice to customer. Customer shall also reimburse Company, or cause Company to be reimbursed, for any fees, taxes (other than income and property taxes) or other charges levied or paid by

**PSIF**

Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2022 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.18, based on \$1.00 per service line. It will be collected from April 1, 2022 to April 30, 2022.

**LCS-1o**

WHEREAS, the Agreements select more than one of the two supply options offered under Part 3.1.3. of LCS-1; and WHEREAS, the parties wish to enter this Predetermined Allocation Agreement. NOW, THEREFORE, pursuant to Part 3.22. of LCS-1, Company and Customer hereby agree as follows: 1. In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner: [Describe allocation method] 2. [other provisions] 3. This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement. 4. This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference. Company: Summit Utilities Arkansas, Inc. By: \_\_\_\_\_ Title Customer:

\_\_\_\_\_ By: \_\_\_\_\_ Title POOLING

SERVICE AGREEMENT THIS AGREEMENT (the Agreement) is made and entered into as of the

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\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter referred to as Pool Manager, WITNESSETH THAT: WHEREAS, Company is a local distribution company; and WHEREAS, Pool Manager has entered into agency agreements with the entities identified on Exhibit A hereto, as the same may be revised from time to time during the term of this Agreement, (hereinafter referred to collectively as Customers) who Pool Manager represents have entered into Large Volume Commercial Customer Agreements, Transportation Supply Option, under Company`s Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and WHEREAS, pursuant to the agency agreements between Pool Manager and Customers, Pool Manager is authorized to act on behalf of Customer`s in all respects, including the submission of nominations and allocation information in accordance with LCS-1; and WHEREAS, Pool Manager and Customers desire to avail themselves of the Pooling Service offered by Company pursuant to Part 3.23. of LCS-1. NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I NOMINATIONS AND ALLOCATIONS

Section 1.1 ` Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II IMBALANCES

Section 2.1 ` Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 ` The imbalance tolerance set forth in Parts 3.21.. and 3.21.8. shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III PAYMENTS

Section 3.1 ` Payments due Company for Customers` imbalances arising under LCS-1 shall be paid by Pool Manager.

Section 3.2 ` In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV TERM

Section 4.1 ` This Agreement shall be effective \_\_\_\_\_ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month.

ARTICLE V MISCELLANEOUS

Section 5.1 ` Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 ` Pool Manager agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

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Section 5.3 ` Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written. COMPANY: Summit Utilities Arkansas, Inc.

By: \_\_\_\_\_ [Name] [Title] POOL MANAGER, INDIVIDUALLY AND AS AGENT FOR CUSTOMERS \_\_\_\_\_ By: \_\_\_\_\_ [Name] [Title] [Address] [Customer] \_\_\_\_\_

\_\_\_\_\_ [Agent] \_\_\_\_\_

\_\_\_\_\_ RE: Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of \_\_\_\_\_, by and between Summit Utilities Arkansas, Inc. (Company), and

\_\_\_\_\_, (Customer) Ladies and Gentlemen: This Letter will evidence the understanding between \_\_\_\_\_ (Customer),

\_\_\_\_\_ (Agent) and Summit Utilities Arkansas, Inc. (Company), that effective as of \_\_\_\_\_, Agent will act as Customer`s agent for services provided by Company pursuant to the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company`s Rate Schedule No. 3, Large Commercial Firm Service (LCS-1), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer`s account, and shall be entitled to rely on Agent`s actions with respect to the Agreement. ( ) Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer`s account by Company shall be credited to Customer`s account and all notices given to Agent shall be deemed given to Customer. ( ) Company shall make any cash balancing payments it may be required to make for Customer`s account to Agent. Company shall make any refund payments it may be required to make directly to Agent. Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney`s fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company`s reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent`s action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and (i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or (ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated

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tolerance, as provided in Part 3.23.4. of LCS-1. Customer`s designation and appointment of Agent may be terminated or canceled by Customer, Agent, or Company but no such termination or cancellation shall be effective as to Company until the first day of the month, following the expiration of a five (5) day period after Company`s receipt of written notice of such termination or cancellation from Customer or Agent. Notwithstanding the foregoing, this designation and appointment of Agent shall automatically terminate upon termination or cancellation of the referenced Agreement. This Agency Agreement will supersede any previously executed Agency Agreements. If the foregoing is acceptable, please so indicate by having an authorized officer execute and return to the undersigned. Very truly yours, Summit Utilities Arkansas, Inc. By: \_\_\_\_\_ ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ CUSTOMER:  
 \_\_\_\_\_ By: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AGENT:  
 \_\_\_\_\_ By: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_

**LCS-1d**

records shall be submitted to customer for examination, the same to be returned within twenty (20) days. The measurement charts and records for a given accounting month shall be conclusively presumed correct if no written objection thereto is served on Company within the 12-month period following the given accounting month. All test data, meter charts and similar records shall be preserved for a period of at least one (1) year.  
 3.12.2.H. The formal measurement and testing of gas hereunder shall only be by the equipment operated by measuring party, but customer may install, operate and maintain, at customer`s own cost, risk and expense and in the same manner as is required for the primary equipment hereunder, check measuring and testing equipment of standard type, provided that the same does not interfere with the operation of the primary equipment. Company shall have the same rights with respect to check equipment as customer has with respect to the primary equipment.  
 3.12.2.I. If Company causes any or all of the foregoing measurements and testing procedures to be done by a third-party designee, then in such event:  
 3.12.2.I(1) Customer`s rights hereunder with respect to the third-party`s equipment and procedures will be subject to reasonable arrangements by Company with such third party; and  
 3.12.2.I(2) If the third party`s usual and customary procedures differ in particular respects from the detailed procedures set out above, then the third-party`s procedures, and measured quantities resulting therefrom shall be acceptable and used hereunder so long as they are consistent with good engineering practice in the industry.  
 3.12.2.J. The gas delivered by Company to customer after transportation shall be measured in the same manner as are volumes sold by Company to customers of similar

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size as customer under Company's sales rate schedules.

3.12.2.K. Volume measured in Mcf will be subject to thermal adjustment and billed in MMBtu as measured on a dry basis. Delivered volumes will be adjusted by the appropriate thermal content factor obtained from the nearest available chromatograph or sampling location. The formula for conversion from Mcf to MMBtu is as follows: Mcf x thermal content factor = MMBtu.

3.13. FORCE MAJEURE

3.13.1. Neither customer nor Company shall be liable to the other for failure to perform their respective obligations under the Agreement (other than to make any and all payments thereunder) due to acts or conditions beyond the reasonable control of the parties affected. The obligations of the affected party to perform shall be suspended so long as and to the extent that performance is prevented by the occurrence of such acts or conditions. Such acts or conditions shall be deemed to include, but not be limited to, fire, labor disputes, acts of God, the elements, wars, epidemics, riots, civil disturbances, explosions, breakdown of equipment, test and repairs of pipeline facilities, freezing of wells or pipelines, requirements of local, state or federal authorities, failure of any intermediate transporters relied upon by Company to transport the gas for any reason, failure of appropriate regulatory approvals or lack of sufficient capacity, the inability of Company to obtain or maintain such regulatory authorizations as may be necessary for the lawful performance of the service contemplated hereby on continuing conditions satisfactory to Company, the curtailment of service by Company in accordance with

LCS-1f

facilities at the designated point of delivery. Customer shall provide reasonable access to the premises at the point of delivery for any purpose connected with this service.

3.19.3. Company shall install, operate and maintain whatever facilities are necessary to deliver the gas at the point or points of delivery hereunder and shall indemnify customer and hold it harmless from and against any and all claims, actions, suits, damages, liabilities, penalties, costs and expenses arising out of use, possession or presence of the gas before it passes the point of delivery. If Company agrees to provide new or additional facilities to perform services requested by customer, upon Company's request, customer shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

3.19.4. Customer shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize the gas at and beyond the point of delivery hereunder, and shall indemnify Company and hold it harmless from and against any and all claims,

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actions, suits, damages, liabilities, penalties, costs and expenses arising out of the use, possession, or

presence of the gas at and after it passes the point of delivery.

3.19.5. If the services of one or more other transporters are necessary for Company to provide the service herein contemplated, Company's obligations hereunder shall be subject to the availability

of such services by others on continuing terms and conditions acceptable to Company, and in such event, customer agrees that Company may act as agent for customer in arranging for such

services, including execution of the necessary agreements therefore and administering same, and arranging and confirming capacity release transactions necessary to facilitate the transaction,

provided that, unless otherwise provided elsewhere, any costs and/or charges or penalties associated with such services by a third party to the point of delivery hereunder shall be borne by customer.

3.20. SCHEDULING AND NOMINATIONS

3.20.1. Nominations for gas flow shall be submitted by customer to Company no later than 10:00 a.m. Central Standard Time the day prior to gas flow; provided however, if a change in the nomination

level is desired on a weekend or Company holiday, then nominations shall be submitted by customer to Company no later than 10:00 a.m. Central Standard Time the last business day immediately

prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and customer may agree on other means of submitting nominations

from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries and projected deliveries for the Service Month; or

(B) higher than the MDWQ or MDSQ in the applicable season; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries or the Service

Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made

and confirmed by the Company, that nomination will remain in effect through the end of the month or until changed by the customer. Company shall confirm nominated volume to Pipeline.

3.20.2. Company will require customer to comply with the scheduling and nominating procedures as set forth in customer's upstream pipeline suppliers transportation tariffs as on file with and approved

by the Federal Energy Regulatory Commission. Customer shall be liable for and shall compensate Company for any costs imposed upon Company as a result of customer's scheduling and nomination

deviations or non-compliance.

3.21.



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BALANCING

3.21.1.General Intent: These balancing provisions are in recognition of the fact that Companys upstream transportation, storage and no-notice service capacity is reserved for the exclusive use by

Company for transactions related to its system supply.

3.21.1.A. SSO transactions are allocated costs associated with the Companys upstream transportation, storage and no-notice service capacity. Therefore, SSO transactions have defined relative rights to those upstream services.

3.21.1.B. TSO transactions are not allocated any costs associated with the Companys upstream transportation, storage and no-notice services or associated capacity. Therefore, TSO transactions carry no explicit or implicit right to make use of the Companys upstream services or associated capacity.

3.21.2. [Reserved.]

3.21.3. [Reserved.]

3.21.4. Company shall make available electronically daily imbalance information which shall notify customer of any imbalance under an Agreement in the current Service Month, based on the best information then available to Company, including, but not limited to data such as nominations, allocations, electronic measurement data, and meter observations. The provision of such information shall not relieve customer of its obligations under this tariff to avoid, correct or eliminate actual imbalances.

3.21.5. Customers shall make a good faith effort to:

- (i) conform their takes each day at delivery points with their deliveries to Company at receipt points on the same day and thereby minimize imbalances; and
- (ii) to correct any such imbalances as soon as practical. Company shall monitor the accumulation of daily imbalances by customer and shall have the right to take corrective action pursuant to this tariff, as required, to eliminate customer encroachment upon upstream transportation, storage, or no notice service capacity held by Company for general system supply.

3.21.5.A. A Critical Period Event may be called for operational purposes relating to a physical event causing or threatening a system failure and/or existence of an Operational Flow Order (OFO)

on the upstream pipeline. Additionally, the Companys declaration of a Critical Period Event will be location-specific, when possible, and the Company is not required to apply the Critical Period Event where corrective action would not be curative of the critical situation. A Critical Period Event declared for economic purposes shall be applicable only to customers with an annual average

customer delivery of 100 MMBtu or less. Critical Period Events declared for economic purposes may be declared only on days when the Gas Daily price differs by more than \$.50 per MMBtu

from the Inside FERC Enable-East First-of-the-Month Index. The Company shall notify affected customers verbally of the critical situation and customers shall have a

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minimum of twenty-four (24) hours to bring receipts and deliveries into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Companys notice to customer of critical situation, customer has not balanced receipts and deliveries, Company shall have the right to balance deliveries and receipts. Company shall not be obligated to redeliver a greater volume of gas to the point of delivery than it received at the point of receipt for customers account, as indicated by the upstream delivering pipeline, until such time as Company determines that the critical situation no longer exists. An imbalance that occurs during such critical situation, after the expiration of the notice period, may not be carried forward for clearing during the month, but instead may, at the Companys option, be cashed out based on the Critical Period Price.

(i) The Critical Period Price shall be the applicable regional posting for the upstream pipeline expressed in (\$/MMBtu) for the day of delivery as found in the publication Gas Daily under the heading Daily Price Survey and under the subheading Midpoint. If Gas Daily fails to publish this information for the upstream pipeline for the day of delivery, then the Critical Period Price shall be based upon the same information published by Gas Daily in regard to Henry Hub for the day of delivery, adjusted to reflect the variance between the most recently published monthly indices for the applicable upstream pipeline and Henry Hub.

(ii) If, on any day during a critical situation, after the expiration of the notice period, customer delivers to Company volumes of gas that are greater than customers gas requirements at the point of delivery then Company can purchase such over-delivered volumes at the point of delivery from customer at the following rates per MMBtu. The first 6% of overdelivered volumes will be cashed out at the Critical Period Price. Amounts greater than 6% will be cashed out at a rate equal to 50% of the Critical Period Price.

(iii) If, on any day during a critical situation, after the expiration of the notice period, customer delivers to Company volumes of gas that are less than customers gas requirements at the point of delivery, then Company may require customer to purchase such deficiency at the point of delivery from Company at the following rates per MMBtu. The first 6% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 6% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

(iv) Any Critical

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Winter Quantity (MDWQ) \_\_\_\_\_ MMBtu Maximum Hourly Quantity (MHQ) \_\_\_\_\_ MMBtu  
 Average Daily Volume \_\_\_\_\_ MMBtu  
 LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (Transportation Supply Option)  
 THIS AGREEMENT (the Agreement) is made and entered into as of the \_\_\_\_ day of

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\_\_\_\_\_, 20\_\_\_\_, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter referred to as Customer,

WITNESSETH THAT: WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1 or qualified SCS-1,SCS-2 or SCS-3); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:

ARTICLE I SUPPLY OPTION

Section 1.1 ` Customer has selected the Transportation Supply Option (TSO) under LCS- 1 pursuant to which Customer will be delivered natural gas supply received for Customer`s account at points of receipt on Company`s distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply

Option (SSO), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract

for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement,

Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet

Customers needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.

Section 1.2 ` If volume usage of meters at business facilities under Customer`s common ownership and subject to other commercial rate schedules are aggregated for the

sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges

under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such

as, but not limited to, administrative fees.

ARTICLE II TERM

Section 2.1 ` This Agreement shall remain in force for a primary term beginning \_\_\_\_\_ and ending \_\_\_\_\_, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.

ARTICLE III POINTS OF RECEIPT AND DELIVERY

Section 3.1 ` Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit A hereto and Company shall deliver gas to Customer at the outlet of

Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.

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ARTICLE IV QUANTITIES

Section 4.1 - As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.

Section 4.2 ` The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit A hereto.

Section 4.3 ` The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.

Section 4.4 ` Company shall not be obligated under any circumstances:

- (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or
- (ii) to receive or deliver during any given Day a total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V RATES

Section 5.1 ` Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2 or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 ` The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 ` Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2 or SCS-3.

Section 6.2 ` Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If

Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B below: ( ) Scenario A. cents Customer certifies that the \_\_\_\_\_ facility located at

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\_\_\_\_\_, \_\_\_\_\_, has human needs usage requirements of \_\_\_\_\_ MMBtu per day and that Customer has purchased and will continue to maintain the corresponding level of firm upstream pipeline capacity and upstream gas supply for the entire time period of November 1st through March 31st each year. cents Customer authorizes the Company to obtain the firm pipeline capacity information directly from the applicable upstream pipeline to ensure both the requisite level of capacity and that it is firm primary delivery point capacity at the appropriate location required to serve the facility. cents Customer furthermore certifies that it will maintain such firm primary delivery point capacity for each day of the November 1st through March 31st time period. If these certified arrangements should not be accurate, however, or if Customers upstream pipeline capacity or upstream gas supply become insufficient for any reason, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. cents In the event of any change in circumstances pertaining to Customers upstream pipeline and upstream gas supply arrangements, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 E-Mail: transportationservices@summitutilities.com ( ) Scenario B. cents Customer certifies that the \_\_\_\_\_ facility located at \_\_\_\_\_, \_\_\_\_\_ has on hand a fully functioning \_\_\_\_\_ back-up energy system (Describe type of back-up system) that can replace natural gas as the energy source for all of the facilitys human needs usage requirements. This back-up system is also capable of being a continuing and sustaining source of energy for all of the facilitys human needs usage requirements. Accordingly, on behalf of the Board of Directors or equivalent governing body, Customer hereby certifies it does require firm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements. cents Customer recognize that if all or any portion of its natural gas supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted or curtailed. cents Customer acknowledges that the Companys sole

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responsibility to it is to redeliver to Customers facilities such gas supplies as Customer or its agents physically deliver to the Companys city gate, subject to the

Period imbalance incurred of 10 MMBtu or less shall not be subject to Critical Period cash-out pricing. Such imbalances will be deferred until the end of the month, and will be cashed out in accordance with the terms of Part 3.21.8.

(v) Company shall make a reasonable effort to provide 24 hours` notice of the issuance of a CPE. Upon issuance of notice of a CPE, Company will allow shipper to submit revised nominations to the extent permitted by the upstream pipeline declaring an OFO, in an attempt to minimize imbalance activity on the Company`s system. During any CPE, Company shall remain obligated to deliver all natural gas supplies that it receives on behalf of each individual shipper.

3.21.5.B. For any multi-day period measured from the beginning of the first day of the Month where a cumulative imbalance is equal to or greater than 6% of the projected deliveries for the Service Month, Company may at its option, eliminate, through an intramonth cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions for cash out quantities that are 3% or less of deliveries shall be equal to 75% of the Critical Period Price for cash-out purchases by Company from customer and 125% of Critical Period Price for cash-out purchases required of customer from Company. The cash-out price applicable to such intra-month cash-out transactions for cash out quantities that are in excess of 3% of deliveries shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from customer and 150% of Critical Period Price for cash-out purchases required of customer from Company. The Company shall give a two-day warning before penalties are imposed.

3.21.6. Company shall not be obligated under any circumstances:  
 (i) to deliver more gas to customer during any given day or month than it shall have received for the account of customer during said period; or  
 (ii) to receive or deliver during any given Day a total quantity of gas in excess of the MDWQ.

3.21.7. Customer will be responsible for its allocable share of any incremental costs associated with Companys upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of customer, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall

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not relieve customer of its obligations under this rate schedule or the tariffs of Companys upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

3.21.8. At the end of each Service Month, remaining customer Imbalances to the extent the receipts do not equal deliveries under customers Agreement shall be cashed out. To the extent customer owes natural gas volumes to Company (deliveries exceeded receipts) customer will purchase said volumes at the applicable cash-out price described below. To the extent Company owes natural gas volumes to customer (receipts exceeded deliveries), Company will purchase said volumes at the applicable cash-out price described below. Overage Underage Imbalance Level The Company Pays Customer Customer Pays the Company From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130%

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From 15% to 20% 60% 140% Greater than 20% 50% 150% Overages in all tiers will be priced, using the applicable percentage, at the lesser of: Inside FERC Enable-East First-of-the-Month

Index or the Companys Commodity Cost component. Underages in all tiers will be priced, using the applicable percentage, at the greater of: Inside FERC Enable-East First-of-the-Month Index

or the Companys Commodity Cost component under the Gas Supply Rate Rider.

3.21.9. The imbalances incurred due to customers reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range for the determination of the applicable cash-out price.

3.22. PREDETERMINED ALLOCATION

3.22.1. Should customer elect service under this rate schedule under more than one of the two supply options, such that gas delivered by Company at any single delivery point will involve supply under more than one of the two options, Company and customer shall enter into a Predetermined Allocation Agreement (PDA) in the form appended to this rate schedule. This PDA will establish

the allocation of deliveries, which can be relied upon by either party in the conduct and performance under the Agreement. The method of allocation can be:

- (i) ranked (order through the meter)
- (ii) pro rata
- (iii) fixed percentage
- (iv) swing; or
- (v) any other method to which both Company and customer agree. Each PDA shall be effective for at least one Service Month and shall remain in effect until superseded by a new PDA.

3.23. POOLING SERVICE

3.23.1 The Company shall make Pooling Service available to any party (hereinafter referred to as Pool Manager) that requests Pooling Service from Company when:

- (a) Company has received, reviewed and accepted a credit application from Pool Manager, and Pool Manager has been deemed creditworthy.

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(b) Company and

REGULATIONS 3.26.1.

With regard to all aspects of the transportation service, it is recognized that Company operates a local distribution system, and, accordingly, all provisions hereof having to do with transportation of gas and the charge therefore, including Company`s obligation to transport gas at all, are subject and subordinate to the provisions of any certificates and rate schedules issued by or filed with the Commission or successor authority, as well as any and all local, state and federal laws, orders, rules and regulations, to the extent applicable to the transportation of gas by Company, as contemplated hereby. To the extent that any local, state or federal authorization and/or approval is required to provide such transportation service, Company will proceed with due diligence to seek to obtain same as and when necessary in such manner as Company considers to be appropriate, provided that due diligence will not obligate Company to accept conditions or rates otherwise unacceptable to Company.

3.27. UNACCEPTABLE QUANTITIES

3.27.1. Company shall have the right to refuse at any time, and from time to time, to receive at any receipt point or to deliver at any delivery point a quantity of gas that Company determines, in its reasonable judgment, to be unduly burdensome from an operating or administrative standpoint.

3.28. LIMITATION OF LIABILITY

3.28.1. In no event shall Company be liable (in contract or in tort, including actions based on claims of negligence) to customer or any other claimant for special, indirect, incidental, or consequential damages, including, but not limited to, lost profits and any part of the expense incurred in securing alternative services which exceeds the amount customer would have paid hereunder, resulting from Company`s performance, nonperformance or delay in performing its obligations hereunder.

3.29. FACILITIES POLICY

3.29.1. Section VII of the Standard Service Rules and Regulations shall govern when gas is connected to a new facility.

3.30. SALES SERVICE

3.30.1. Company shall only be obligated to provide sales service to customer if and to the extent it is purchased and contracted for by customer pursuant to one of Company`s filed rate schedules. In those circumstances in which customer elects to purchase sales service offered by Company during periods of full or partial interruption of transportation service by customer`s upstream pipeline transporter, customer shall pay Company the total applicable cost of providing such emergency sales service.

3.31. OPERATIONAL NOTICES AND COMMUNICATIONS



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3.31.1. Company shall make available scheduling personnel on a twenty-four (24) hour basis. Customer shall provide, and update as necessary, the name, address, and telephone number of an operational contact person or persons who will be available on a twenty-four (24) hour basis to receive or provide communications involving receipts, deliveries, curtailment and for any other purposes relating to customers service under this rate schedule. Company shall be entitled to rely on such contact persons actions and communications for all purposes and shall have no liability for doing so, and if customer fails to designate such person or such person is unavailable to Company at any time, customer may be liable and shall indemnify and hold Company harmless from and against losses, damages and other expenses which Company or any other person may suffer or for which Company may be liable which are attributable to such failure or unavailability.

3.32. APPENDICES

3.32.1. The following appendices shall apply to both large commercial and small commercial customers under the TSO. For small commercial customers, references to the LCS rate schedule shall be changed to the SCS rate schedule where appropriate.

LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (System Supply Option) THIS AGREEMENT (the Agreement) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Summit Utilities Arkansas, Inc. hereinafter referred to as Company, and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter referred to as Customer,

WITNESSETH THAT: WHEREAS, Company is a local distribution company; and WHEREAS, Customer owns or operates a facility and has requested natural gas service under Companys Rate

Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer

agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:

ARTICLE I SUPPLY OPTION

Section 1.1 Customer has selected the System Supply Option (SSO) under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement.

ARTICLE II TERM

Section 2.1 ` This Agreement shall remain in force for a primary term beginning \_\_\_\_\_ and ending \_\_\_\_\_, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days written notice prior to the end of the primary or any succeeding term.

ARTICLE III POINT OF DELIVERY

Section 3.1 ` Company shall deliver gas to Customer at the outlet of Companys

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facilities at the Point(s) of Delivery designated on Exhibit A hereto.

ARTICLE IV QUANTITIES

Section 4.1 ` As used herein, the following terms shall have the following meanings: Maximum Daily Winter Quantity (MDWQ) shall mean the total maximum MMBtu which Company

shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year. Maximum Hourly Quantity (MHQ) shall

mean the maximum MMBtu Company is obligated to deliver or receive in any single hour. Average Daily Volume shall be calculated by dividing the annual volume by 365.

Section 4.2 ` The Maximum Daily Winter Quantity (MDWQ), the Maximum Hourly Quantity (MHQ) and the Average Daily Volume applicable to services rendered under this Agreement

are set forth on Exhibit A hereto.

Section 4.3 ` The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.

ARTICLE V RATES

Section 5.1 ` Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time.

Section 5.2 - The capacity demand (CD) shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery

shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI MISCELLANEOUS

Section 6.1 ` Customer represents that it qualifies for service under LCS-1.

Section 6.2 ` Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation

of life, health or physical property, and any material change to the level of said requirements.

Section 6.3 ` Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 ` Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time

to time, which terms and conditions are incorporated herein by reference.

Section 6.5 ` Customer agrees that, to the extent not already satisfied, Customer

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shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer: ( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. ( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter. ( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees. ( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.  
 COMPANY: Summit Utilities Arkansas, Inc. By: \_\_\_\_\_ [Name] [Title]  
 CUSTOMER: \_\_\_\_\_ By: \_\_\_\_\_ [Name] [Title]  
 [Address]  
 EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (SYSTEM SUPPLY OPTION)  
 DELIVERY POINTS Address: \_\_\_\_\_ CA# \_\_\_\_\_  
 Delivery Point(s) For the account of Customer at Customer`s Facility located at \_\_\_\_\_, \_\_\_\_\_, Texas \_\_\_\_\_  
 QUANTITIES Maximum Daily

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curtailment priority schedule (Standard Service Rules and Regulations, Order of Curtailment), which will not categorize our facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customers natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. from

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any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnify Summit Utilities Arkansas, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time. cents In the event of any change in circumstances pertaining to our facilitys energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Companys Gas Flow Information Center at the following address: Summit Utilities Arkansas, Inc. Gas Supply Department 115 North 12th Street Fort Smith, Arkansas 72902-2414 E-Mail: transportationservices@summitutilities.com

Section 6.3 - Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 - Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.

Section 6.5 - Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer: ( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter. ( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$30 per month per meter for meters that do not require pressure instrumentation and \$84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter. ( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be \$10 per month per meter, and Customer will not be subject to meter reading fees. ( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay

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a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be \$40 per month for meters that do not require pressure instrumentation and \$94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees. Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.

Section 6.7 ` This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Texas. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

COMPANY: Summit Utilities Arkansas, Inc. By: \_\_\_\_\_ [Name] [Title]  
 CUSTOMER: \_\_\_\_\_ By: \_\_\_\_\_ [Name] [Title]  
 [Address]

EXHIBIT A TO LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT (TRANSPORTATION SUPPLY OPTION) RECEIPT AND DELIVERY POINTS Address: \_\_\_\_\_  
 CA# \_\_\_\_\_ Receipt Points The gas will be received for Customer`s account at the point(s) where the \_\_\_\_\_ (Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near \_\_\_\_\_, Texas. Delivery Point(s) For the account of Customer at Customer`s Facility located at \_\_\_\_\_, \_\_\_\_\_, Texas \_\_\_\_\_ QUANTITIES Maximum Daily Winter Quantity (MDWQ) \_\_\_\_\_ MMBtu Maximum Hourly Quantity (MHQ) \_\_\_\_\_ MMBtu Average Daily Volume \_\_\_\_\_ MMBtu THIS AGREEMENT is made and entered into by Summit Utilities Arkansas, Inc. (Company) and \_\_\_\_\_ (Customer) effective \_\_\_\_\_. WHEREAS, Company and Customer are parties to Large Commercial Service Agreements (the Agreements) entered pursuant to Company`s Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as LCS-1); and

CRR23

Summit Utilities Arkansas, Inc.  
 Customer Rate Relief Rate Schedule

Applicable to all Sales Customers for the purpose of collecting and remitting customer rate relief charges as authorized by the Railroad Commission of Texas in accordance with Chapter 104, Subchapter I of the Texas Utilities Code and the Commission Financing Order issued in Docket No. OS-21-00007061.

(A) Abbreviations and Definitions

(1) Authority--The Texas Public Finance Authority, together with any successor to its duties and functions.

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(2) Bonds or Customer Rate Relief (CRR) Bonds--The Texas Natural Gas Securitization Finance Corporation Customer Rate Relief Bonds, Series 2023 and any additional or different designation or title by which each series of Bonds shall be known as determined by the Issuer Entity.

(3) Ccf and Mcf - For Ccf, one hundred (100) standard cubic feet of gas, where one (1) standard cubic foot of gas is the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen point sixty-five (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit; and, for Mcf, 1,000 standard cubic feet of gas.

(4) Central Servicer--The entity engaged in accordance with the terms of the Financing Order to, amongst other things, engage the Participating Gas Utilities as collection agents for the purposes of facilitating collection and remittance of CRR Charges by Participating Gas Utilities, and perform the other services required of it under the Servicing Agreement (as defined in the Financing Order).

(5) Commission--The Railroad Commission of Texas, including its staff or delegate.

(6) CRR Charge True-Up Adjustment - A True-Up Adjustment (as defined in the Financing Order).

(7) CRR Charge True-Up Charge Adjustment Letter - A true-up adjustment letter substantially in the form of Exhibit 3 to the Financing Order.

(8) CRR Scheduled Adjustment Date January 1 and July 1 of each applicable year, provided that the CRR Scheduled Adjustment Date and any other deadlines or target dates related thereto, shall be subject to modification prior to the date of the Bonds so as to reflect the terms of the Servicing Agreement.

(9) Customer Rate Relief (CRR) Charge - A nonbypassable charge as defined in Tex. Util. Code 104.362(7).

(10) Financing Order - The order adopted under Tex. Util. Code 104.366 approving the issuance of CRR Bonds and the creation of Customer Rate Relief Property and associated CRR Charges for the recovery of regulatory assets, including extraordinary costs, related financing costs, and other costs authorized by the Financing Order.

(11) Gas Utility - Summit Utilities Arkansas, Inc. and its successors and assignees, an operator of natural gas distribution pipelines that delivers and sells natural gas to the public and that is subject to the Commission's jurisdiction under Tex. Util. Code 102.001, or an operator that transmits, transports, delivers, or sells natural gas or synthetic natural gas to operators of natural gas distribution pipelines and whose rates for those services are established by the Commission in a rate proceeding filed under Chapter 104 of the Utilities Code, within the service area. (12) Irrevocable - The Financing Order,

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together with the Customer Rate Relief Property as defined by Tex. Util. Code 104.362(8) and the CRR Charges authorized by the Financing Order, are irrevocable and not subject to reduction, impairment, or adjustment by further action of the Commission, except in connection with true-ups authorized by the Financing Order.

(13) Issuer Entity - Texas Natural Gas Securitization Finance Corporation, a Texas nonprofit public corporation established by the Authority, or any successor created pursuant to Tex. Govt Code 1232.1072.

(14) Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and any Participating Gas Utility or Successor Utility (as defined in the Financing Order) each of whose Normalized Sales Volumes exceed 2.0% of the total aggregate Normalized Sales Volumes among all Participating Gas Utilities. Any calculation performed in connection with the preceding sentence shall be made on the basis of the most recently reported Normalized Sales Volumes and such calculation shall be performed by the Central Servicer annually no later than one (1) month after Normalized Sales Volumes are reported as regularly scheduled under Paragraph H hereof; provided that the Commission and/or Central Servicer may perform such calculation without any limitation in order to give effect to any merger, acquisition, disposition, divestiture, spin-off or other transaction that would impact a Participating Gas Utility's share of the total aggregate Normalized Sales Volumes. The Commission or the Central Servicer shall promptly thereafter provide written notice to a Participating Gas Utility that subsequently becomes a Large Participating Gas Utility, which change shall take effective beginning on January 1 of the following calendar year.

(15) Nonbypassable - CRR Charges must be paid by all existing or future customers receiving service from a Participating Gas Utility or such gas utility's successors or assigns.

(16) Normalized Sales Volumes -

(a) For Large Participating Gas Utilities: All natural gas volumes projected to be billed for the upcoming twelve (12) month period in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated to calculate the CRR Charges.

(b) For other Participating Gas Utilities: All natural gas volumes billed in the preceding calendar year in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs and normalized according to the methodology utilized in each Participating Gas Utility's application filed in Docket

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No. OS-21-00007061, Consolidated Applications For Customer Rate Relief and Related Regulatory Asset Determinations In Connection With The February 2021 Winter Storm. For the avoidance of doubt, only 'the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated in order to calculate the CRR Charges.

(17) Participating Gas Utilities - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; Rockin M Gas LLC d/b/a Bluebonnet Natural Gas LLC; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; SiEnergy, LP; Summit Utilities Arkansas, Inc., Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and Universal Natural Gas, LLC d/b/a Universal Natural Gas, Inc. or any Successor Utility (as defined in the Financing Order).

(18) Sales Customer(s) - All active customers taking service under a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs.

(B) APPLICABILITY

This rate schedule sets out the rate, terms and conditions under which the CRR Charge shall be billed and collected by Summit Utilities Arkansas, Inc. Rider Schedule No. 1 Part II, Incorporated and Unincorporated areas of Texarkana, Nash, Redwater, and Wake Village, respectively under the terms of the Financing Order. Each individual Sales Customer is responsible for paying the CRR Charge billed to it in accordance with the terms of this rate schedule. Payment is to be made by an individual Sales Customer to the Participating Gas Utility of which it is a customer. The Participating Gas Utility is obligated to apply amounts collected from customers to pay any outstanding CRR Charges prior to applying such amounts for any other purpose. The Participating Gas Utility, as collection agent, shall remit collections of the CRR Charges to the Indenture Trustee in accordance with the terms of the Financing Order and any servicing or other similar agreement that is contemplated by the Financing Order.

(C) TERM--This rate schedule shall remain in effect until the CRR Charges have been collected and remitted to the Indenture Trustee in an amount sufficient to satisfy all obligations in regard to paying principal and interest on the CRR Bonds together with all other financing costs, bond administrative expenses and other costs as provided in the Financing Order. This rate schedule and the CRR Charge are irrevocable and Nonbypassable.

(D) SALES CUSTOMERS--For the purposes of billing the CRR Charges, all Sales Customers of the Participating Gas Utility's in the Incorporated and Unincorporated areas of the cities of Texarkana, Wake Village, Nash and Redwater shall be assessed the uniform volumetric charge identified below.



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(E) CRR CHARGE--The CRR Charge will be a monthly volumetric rate of

\$0.00/Ccf @14.65

\$0.00/Ccf @14.73

\$ 0.00/Ccf @14.95

The CRR Charge is calculated in accordance with and subject to the provisions set forth in the Financing Order and will be adjusted at least annually based upon the CRR Charge true-up adjustment procedure. The CRR Charge shall be included in the Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. Participating Gas Utilities may reflect the CRR Charge according to the delivery pressures defined in Participating Gas Utilities' applicable tariffs. Such delivery pressure specific charges shall be equivalent to the CRR Charge as determined below at 14.65 per square inch, as defined above.

(F) Determination of Customer Rate Relief Charge--The CRR Charge will be adjusted no less frequently than annually, in accordance with the terms of the Servicing Agreement (as defined in the Financing Order), to ensure that the expected collection of CRR Charges is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the CRR Bonds and together with all other financing costs, bond administrative expenses and other costs, as provided in the Financing Order, on a timely basis. The CRR Charge shall be computed according to the formula described below.

Step 1: Determination of Normalized Sales Volumes:

(A) Total Large Participating Gas Utility Normalized Sales Volumes (Mcf)

(B) Assumed % of uncollectible sales

(C) Total Normalized Sales Volumes Billed and Collected:  $(A * (1 - B))$

For the avoidance of doubt, Normalized Sales Volumes are assumed to be calculated without giving effect to volumes anticipated from Participating Gas Utilities making up less than two percent (2.0%) of the total Normalized Sales Volumes of all Participating Gas Utilities.

Step 2: Determination of CRR Charge

(D) Total CRR Charge Rate Revenue Requirement for Applicable Period

(E) CRR Charge per Normalized Sales Volumes (Mcf):  $(D / C)$

Thereof: CRR Charge for Sales Customers

(G) CRR CHARGE TRUE-UP

Changes to the CRR Charge will be effected through the filing of CRR Charge True-Up Adjustment Letters by the Central Servicer to the Commission as authorized by the Financing Order and in accordance with the Servicing Agreement. Not less than fifteen (15) days prior to each CRR Scheduled Adjustment Date and more frequently

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as required by the Central Servicer, the Central Servicer will submit the CRR Charge True-Up Adjustment Letter in the form of Exhibit 3 to the Financing Order to ensure that CRR Charge collections are sufficient to make all scheduled payments of CRR Bond principal and interest and meet other Ongoing Financing Costs (as defined in the Financing Order) on a timely basis during the payment period.

In addition to the foregoing, the Central Servicer shall be authorized to file CRR Charge True-Up Adjustment Letters with the Commission that adjust the CRR Charge more frequently (but not more often than quarterly) as required under the provisions of the Servicing Agreement (as defined in the Financing Order).

(H) CRR CHARGE TRUE-UP PROCEDURE

Summit Utilities Arkansas, Inc. shall annually file with the Commission and the Central Servicer by June 1 of each year its Normalized Sales Volumes; each Large Participating Gas Utility shall include projected volumes for each of the future twelve (12) months beginning July 1, and each other Participating Gas Utility shall include its Normalized Sales Volumes for the prior calendar year. Such filing and/or reporting may be more frequent to the extent required under the Servicing Agreement and applicable Collection and Reporting Arrangements. If Summit Utilities Arkansas, Inc. is a Large Participating Gas Utility, the Participating Gas Utility shall, upon the request of the Central Servicer, provide the Commission and the Central Servicer updated Normalized Sales Volumes for the succeeding twelve (12) month period no later than the fifteenth (15th) day following such request to allow the Central Servicer to make Interim True-Up Adjustments. Each Participating Gas Utility shall have the right to provide the foregoing information to the Central Servicer on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). The Central Servicer shall submit to the Commission and the Participating Gas Utilities, not less than fifteen (15) days prior to the CRR Scheduled Adjustment Date, a CRR Charge True-Up Adjustment Letter applying the CRR Charge True-Up Adjustment based on Normalized Sales Volumes and other mathematical factors and requesting administrative approval from the Commission as provided for in the Servicing Agreement. The Commission's review and approval of the True-Up Adjustment Letter shall be as set forth in the Servicing Agreement (it being understood such review is limited to determining if any mathematical or clerical errors are present in the application of the CRR Charge True-Up Adjustment relating to the appropriate amount of any over-collection or under-collection of CRR Charges and the amount of an adjustment).

If any CRR Charge True-Up Adjustment that is an Interim True-Up Adjustment is necessary, (i) the Central Servicer may request and the Large Participating Gas Utilities shall provide revised Normalized Sales Volumes for each of the immediately succeeding twelve (12) months and related data and (ii) within fifteen (15) days of receipt of such data, the Central Servicer shall file a revision to the CRR Rate Schedule in a True-Up Charge Adjustment Letter setting forth the

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adjusted CRR Charge to be effective for the upcoming period, in accordance with the Servicing Agreement. Summit Utilities Arkansas, Inc. shall have the right to provide such information on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). A CRR Charge resulting from a true-up adjustment will become effective on the first (1st) billing cycle that is not less than fifteen (15) days following the making of the CRR Charge True-Up Adjustment filing.

(I) TAXABILITY

The receipt of CRR Charges by a Participating Gas Utility is exempt from state and local sales and use taxes and utility gross receipts taxes and assessments and is excluded from revenue for purposes of franchise tax under Tex. Tax Code 171.1011.

**RATE ADJUSTMENT PROVISIONS**

None

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<b>CUSTOMERS</b>				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42388	N	Ccf	\$.0000	06/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.0000	06/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.0000	06/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.0000	06/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.0000	05/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.0000	05/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.0000	05/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.0000	05/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.0000	04/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.0000	04/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.0000	04/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.0000	04/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42391	N	Ccf	\$.0000	09/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.0000	09/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.0000	09/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42388	N	Ccf	\$.0000	10/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.0000	10/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			

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CUSTOMERS				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42388	N	Ccf	\$.0000	11/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.0000	11/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.0000	11/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.0000	11/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42390	N	Ccf	\$.0000	10/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.0000	10/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.0000	02/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.0000	02/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.0000	02/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.0000	02/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.0000	12/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.0000	12/01/2022
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.0000	12/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.0000	12/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42388	N	Ccf	\$.0000	01/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.0000	01/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.0000	01/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			

RAILROAD COMMISSION OF TEXAS  
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**CUSTOMERS**

<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42390	N	Ccf	\$.0000	09/01/2022
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42388	N	Ccf	\$.0000	03/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Inc.			
42389	N	Ccf	\$.0000	03/01/2023
<u>CUSTOMER NAME</u>	Nash, Inc.			
42390	N	Ccf	\$.0000	03/01/2023
<u>CUSTOMER NAME</u>	Redwater, Inc.			
42391	N	Ccf	\$.0000	03/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			
42391	N	Ccf	\$.0000	01/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Inc.			

**REASONS FOR FILING**

NEW?: N

RRC DOCKET NO: OS-21-00007061

CITY ORDINANCE NO: Ord 253-07 & Operation of Law

AMENDMENT (EXPLAIN):

OTHER (EXPLAIN): Filing to Comply with Financing Order OS-21-00007061.

**SERVICES**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>
B	Commercial Sales
<u>OTHER TYPE DESCRIPTION</u>	

**PREPARER - PERSON FILING**

RRC NO: 1312 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Stephanie MIDDLE: LAST NAME: Hammons

TITLE: Asc Gn Cnsl, Sr Dir of Rg Afrs

ADDRESS LINE 1: 1400 Centerview Dr., Ste 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4612 EXTENSION:

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**CURTAILMENT PLAN**

<u>PLAN ID</u>	<u>DESCRIPTION</u>
7455	<p>Curtailment Plan</p> <p>7.455 Curtailment Standards</p> <p>(a) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.</p> <p>(1) Balancing authority--The Electric Reliability Council of Texas or other responsible entity that integrates resource plans ahead of time, maintains electricity demand and resource balance within a balancing authority area, and supports interconnection frequency in real time for a power region in Texas.</p> <p>(2) Commission--The Railroad Commission of Texas.</p> <p>(3) Curtailment event--When a gas utility determines that its ability to deliver gas may become inadequate to support continuous service to firm customers on its system and it reduces deliveries to one or more firm customers. For the purposes of this section, an interruption of delivery or service to interruptible gas customers does not constitute a curtailment event. Prior to reducing deliveries to one or more firm customers, a gas utility interrupts deliveries to interruptible customers pursuant to mutually agreed upon contracts and/or tariffs.</p> <p>(4) Electric generation facilities--Facilities registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and or backup power systems.</p> <p>(5) Firm or firm deliveries--Natural gas deliveries that are described as firm under a contract or tariff.</p> <p>(6) Gas utility--An entity that operates a natural gas transmission pipeline system or a local distribution company that is subject to the Commission's jurisdiction as defined in Texas Utilities Code, Title 3.</p> <p>(7) Human needs customers--Residences, hospitals, water and wastewater facilities, police, fire, military and civil defense facilities, and locations where people may congregate in an emergency, such as schools and places of worship. A human needs customer also includes small commercial customers that cannot practicably be curtailed without curtailing human needs.</p> <p>(8) Interruptible or interruptible deliveries--Natural gas deliveries that are not described as firm under a contract or tariff.</p> <p>(b) Applicability. This section takes effect on September 1, 2022. This section applies when any gas utility experiences a curtailment event affecting intrastate service on any of its intrastate natural gas pipelines. When a gas utility experiences a curtailment event, the gas utility shall curtail deliveries according to the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailment plan pursuant to subsection (d) of this section. The curtailment priorities in this section apply to sales of natural gas owned by a gas utility and/or deliveries utilizing a gas utility's transportation capacity. The priorities in this section do not apply to sales of gas owned by an entity that is not a gas utility. The term "deliveries" in this section includes sales and/or transportation service.</p> <p>(c) Priorities.</p> <p>(1) Unless a gas utility has an approved curtailment plan pursuant to subsection (d) of this section, a gas utility shall apply the following priorities in descending order during a curtailment event:</p> <p>(A) firm deliveries to human needs customers and firm deliveries of natural gas to local distribution systems which serve human needs customers;</p> <p>(B) firm deliveries to electric generation facilities;</p> <p>(C) firm deliveries to industrial and commercial users of the minimum natural gas required to prevent physical harm and/or ensure critical safety to the plant facilities, to plant personnel, or the public when such protection cannot be achieved through the use of an</p>

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alternate fuel;

(D) firm deliveries of natural gas to small industrials and regular commercial loads that use less than 3,000 Mcf per day;

(E) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material cannot be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed;

(F) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material can be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed; and

(G) firm deliveries to customers that are not covered by the priorities listed in subparagraphs (A) - (F) of this paragraph.

(2) Deliveries to customers within the same priority on the portion of the system which is subject to curtailment shall be curtailed to the extent practicable on a pro rata basis according to scheduled quantities. If a customer's end-use requirements fall under two or more priorities, then such requirements must be treated separately when applying this schedule of priorities to the extent practicable. Transportation customers have equivalent end-use priorities as sales customers.

(3) When applying the priorities of this section, a gas utility may rely on the representations of its customers and/or their end users regarding the nature of customers' deliveries.

(d) Curtailment plans. Order 489 and any curtailment plan approved by the Commission prior to the effective date of this section is superseded by this section. A gas utility may file its own curtailment plan for approval with the Oversight and Safety Division. A gas utility shall follow the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailment plan on file with the Commission. The first three priorities in any individual curtailment plan must be consistent with the first three priorities listed in subsection (c)(1)(A) - (C) and (2) of this section. A gas utility shall provide to its customers notice of an application for a curtailment plan. A gas utility shall provide notice on the same day the gas utility files its application with the Commission. The gas utility may provide notice by hand delivery, by first class, certified, registered mail, commercial delivery service, electronic methods, or by such other manner as the Commission may require. The notice shall be in the form prescribed by the Commission. The Oversight and Safety Division may administratively approve the curtailment plan if no request for hearing is filed within thirty days of such notice. The Commission shall set the matter for hearing if it receives a timely request for hearing from a customer of the gas utility.

(e) Required tariff filings. Within 90 days of the effective date of this section, each gas utility shall electronically file with the Commission, in the manner prescribed by the Commission, tariffs that shall include either:

(1) the curtailment priorities as specified in this section; or

(2) a curtailment plan approved by the Commission as specified in subsection (d) of this section.

(f) Curtailment emergency contact information. Each gas utility shall maintain current curtailment emergency contact information with the Commission and shall submit curtailment emergency contact information on or before November 1 of each year.



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LINE EXTENSION POLICY

POLICY ID	DESCRIPTION
1249	<p>VII. EXTENSION OF FACILITIES</p> <p>(A) SERVICE LINES AND CONNECTIONS</p> <p>(1) The Company will make, own and maintain all necessary connections with its street mains. Under normal construction conditions, the Company will install up to 100 feet of service line (up to one inch in diameter and capable of a delivery pressure of up to 60 psig) at no cost to the customer. In the event a service line exceeding the diameter and pressure requirements set forth above is needed, or in the event of abnormal construction conditions, such as solid rock, road crossings that require a bore, the need to bore under landscaping, etc., or in regard to the installation of excess flow valves, any additional costs incurred by the Company will be charged to the customer. The Company may waive these charges when it determines that it is economically justifiable to do so. The Company will own, maintain and specify the route of the piping. Access must be granted on customer`s property for replacement or repairs of these facilities. The Company may at its option install a service cock and box. The meter location will be determined by the Company. The Company will also set and own the meter and regulator, but all other piping, connections, and appliances for the purpose of utilizing gas shall be furnished and installed by the customer at the customers risk and expense. Customer will pay the cost of any relocation of the Companys facilities that the Company may perform at customers request.</p> <p>(B) MAIN EXTENSIONS</p> <p>(1) Extensions from the Company`s distribution lines, will be made under the following conditions and circumstances:</p> <p>(a) Subject to the availability of capital funds, the Company shall construct main extensions from its existing facilities to serve new customers where the cost of the Company`s capital investment is economically feasible. Determination of whether a proposed extension is economically feasible shall be made through the use of an economic model that will take into consideration the following factors:</p> <ol style="list-style-type: none"> <li>(1) construction cost estimate</li> <li>(2) non-gas revenue</li> <li>(3) depreciation</li> <li>(4) incremental operating costs</li> <li>(5) any other factors relevant to economic feasibility of the project.</li> </ol> <p>(b) If it is determined that the Companys return on investment (ROI) on the proposed main extension will equal or exceed the Companys cost of funding capital projects, the extension will be made at no cost to the customer. If it is determined that the Companys ROI will be less than the Companys cost of funding capital projects, the customer shall be required to pay an amount sufficient to ensure that the Company is able to earn an ROI equal to its cost of funding capital projects. On such an advance, the Company may enter into an agreement with the customer to refund the customer contribution. Refunds will be based only on changes in the factors considered in the economic model under which the investment was originally made. The Company shall establish, when capital funds are available, such new distribution service where the Company will be reasonably assured of a sufficient number of customers and an annual revenue to justify the capital expenditure. The Company may, however, refuse to extend facilities in the event system design and/or operational considerations so dictate.</p> <p>(c) When the Company is requested to extend its distribution facilities to an area with existing potential users where no contributory capital is available, the Company has the option to provide the necessary capital in the amount equal to the necessary customer contribution to be recovered by a fixed daily surcharge rate applied to each customer account within the boundaries of the</p>

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project for up to five years\* or until the customer contribution is recovered by the Company, whichever comes first. Under this option, the Company will construct and finance the facilities and

recover the customer contribution, in addition to an appropriate interest (or finance charge) assigned to the capital required to fund the customer contribution, through the surcharge rate. If the

customer contribution is not recovered during the pay-back period, the remaining balance of the customer contribution (including interest or finance charge) will be added to and included in the

Company's overall rate base from that point forward. To insure sufficient customer commitment to each project, each customer will be required to sign an Extension Surcharge Agreement and may

be required to make a reasonable customer deposit prior to commencement of construction. Surcharge areas are defined as those areas served by the facilities to be constructed. After the initial

installation of facilities to serve the surcharge area, all subsequent connections which utilize mains from the original surcharge area installation will be subject to the same surcharge rate for the

remaining period of the surcharge agreement. \*Special conditions may warrant extending this period based on economic conditions.

(d) When new extensions from the surcharge area are requested, the person(s) requesting an extension from these facilities will be required to make whatever customer contribution might otherwise

be required for the extension under Part VII (B)(1)(b) and, in addition, will be subject to the surcharge rate for the remaining surcharge period.

(e) When a subsequent area requests service utilizing the facilities of an existing surcharge area, the following regulations will apply:

(1) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge area's surcharge rate would be in excess of the surcharge rate

applicable to the established surcharge area, the subsequent surcharge area will bear only the cost of their new facilities.

(2) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge rate is less than the surcharge rates applicable to the established

surcharge area, the subsequent surcharge area will bear a portion of the remaining unpaid customer contribution of the established surcharge area in addition to its own surcharge allocation as follows:

(2)(a) The cost of the mainline established for the existing surcharge area shall be shared by the subsequent surcharge area up to an amount equal to the existing area surcharge rate if their computed

surcharge is lower than the surcharge for the existing area. This shall be achieved by assigning an unamortized portion of the mainline investment which was required for the existing surcharge area to the

subsequent surcharge area in order to fairly equate the surcharges. The amount of investment cost assigned to the subsequent surcharge area will then be credited to the unamortized amount payable by

the existing surcharge area customers.

(2) The Company will not be required to enlarge its system of mains to meet the demand for gas of a prospective customer or to provide for an appreciable increase in the

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demands of a present customer,
unless in the judgment of the Company, a reasonable rate of return is assured as a result of the expenditure required.
(3) When the Company extends its main to serve new customers, the Company will extend its main, in a manner which, in its judgment, will be most advantageous for rendering service.
(4) Where the customer requires that his meter be placed in a particular location, the customer will be required to pay any additional cost that may result from compliance with the customers request.
(5) A standard Rural Gas Contract must be executed by each customer requesting a pipeline tap. The Company will not make or serve a tap on any federally certificated transmission line, unless, in the judgment of the Company, a reasonable rate of return can be earned as a result of the expenditure required to construct the tap and serve the customer, without unreasonable consequences to other customers. In addition, the Company will not make or serve a tap on any other transmission line, field gathering pipeline, or lines to wells which in the Company's opinion, presently contain or may in the foreseeable future contain undehydrated gas, liquid hydrocarbons, sour gas, or gas that is otherwise not merchantable. The Company may discontinue service whenever it believes reliable service cannot continue to be provided for any reason, including, but not limited to, water content of the gas furnished. In the event service is suspended or terminated because the Company cannot or believes it cannot continue to provide safe and reliable service, the Company will be under no obligation to compensate the affected customer(s) for such loss of service. + EXTENSION SURCHARGE AGREEMENT The undersigned promises to pay to Summit Utilities Arkansas, Inc., a surcharge on his/her/their/its monthly gas bill in consideration of the Company's extension of its facilities into the surcharge area in which the undersigned resides. The surcharge amount will be \$\_\_\_\_\_ per month. The surcharge will be applied to all monthly billings to the undersigned for a \_\_\_ year period or until the Company recovers the required customer contribution for the surcharge area, whichever comes first. The surcharge amount will appear as a separate line item on the undersigned's bill. The terms of this Extension Surcharge Agreement shall be subject to the provisions of the Companys rates and policies.
\_\_\_\_\_ Accepted
this
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. Summit Utilities Arkansas, Inc. By
\_\_\_\_\_ VIII.

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QUALITY OF SERVICE

QUAL_SERVICE ID	DESCRIPTION
QoS-2	<p>VIII. GENERAL</p> <p>The customer shall use the gas delivered by the Company for his purposes only. The customer shall not, under any circumstances, resell or share with others any gas delivered by the Company. No changes, extensions, or replacement of service lines shall be made without the written consent of the Company. No extension whatsoever of customer owned piping shall be made for the purpose of supplying gas to adjacent property, or other person or concerns residing or operating on the premises of the customer. The foregoing natural gas resale prohibition shall not apply to distributors selling compressed natural gas as a motor vehicle fuel. The authorized agent of the Company shall have the right and permission to enter upon the premises of the customer to inspect or test lines, and appliances, to read, change or remove the meter, to turn on and shut off the gas, or to perform other related functions. This right shall not be construed as placing any responsibility on the Company to inspect and test the lines or equipment of the customer. No structures shall be erected over the Companys gas lines. In the event any such structure is erected, the customer will be provided the option of either removing the structure or paying the Company the cost of relocating the gas line, including the cost of obtaining alternative easements, if required. The place of delivery of all gas purchased shall be at the outside wall of the first structure being served if the Company has installed or replaced the service line to that point. In all other cases, the place of delivery of all gas purchased shall be at the point of connection to the customer`s service line from which point all gas delivered shall become the property of the customer, who shall thereafter be responsible for its passage through the meter and for all damage caused by said gas. The Company shall have no responsibility for any act or omission, and shall have no liability from any cause, downstream of delivery. In case the supply of gas should fail, whether from natural causes, bursting of pipes or accident in any way, the Company shall not be liable for damages, whether direct, special, continuing, exemplary, presumptive, incidental, indirect or consequential, including without limitation, loss of profits, loss of revenue, or loss of production capacity by reason of such failure. The Company shall not be liable in damages for any act or event that is beyond the Companys control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, arrests, wars, blockades, insurrections, riots and epidemics, landslides, lightning, earthquakes, fires, storms, floods and washouts, priority limitation or restraining orders of any governmental authority and civil disturbances, explosions, breakage, accidents, tests, maintenance or repair to machinery, equipment, lines of pipe or other facilities; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits; and any other causes whether of the kind herein enumerated or otherwise. Meters and pipes are likely to freeze in cold weather, and it shall be the duty of each customer to protect the pipes and the meter or meters from the action of the elements. These Rules and Regulations are made a part and condition of all rate schedules of the Company and all customers served under such schedules shall be subject to these Rules and Regulations. These Rules and Regulations are in addition to Rules and Regulations now established by the Regulatory Body having jurisdiction over these matters.</p>

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## IX. STATE AND MUNICIPAL TAXES

Whenever the State or a municipality imposes upon the Company any sales privilege, occupation, meter, or other special tax, except ad valorem taxes, the Company shall pass the tax on to customers within the jurisdiction of the taxing authority in accordance with provisions set forth in such tax law or ordinance.

## X. LEVELIZED PAYMENT PLAN

A. Residential customers and small commercial customers having less than 500 MMBtu annual usage may have the option of participating in the Levelized Payment Plan (LPP) for billing purposes as opposed to the normal billing procedure.

B. Operation of the Levelized Payment Plan Under the LPP a customer's bill will be computed by averaging to the nearest dollar, the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent twelve months historical volumes. The average bill amount thus derived will be the monthly payment amount for each of the succeeding six months. Actual billings will continue to be based upon the applicable rates and meter readings obtained to determine consumption. The amount due under the LPP will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be reflected on the bill as a memo item for the customer's information. The cumulative difference between actual billings and the levelized billings under the LPP will be carried in a deferred balance that will accumulate both debit and credit differences. The monthly payment amount will be automatically reviewed and adjusted six months after the anniversary date. This adjustment will be made to assure that the difference between actual payments and average payments under the LPP will be minimal. The new LPP payment amount will be computed by averaging the sum of the most recent six months actual billings and a projected amount for the next six months. The projected amount will be derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent year's historical volumes for the corresponding months. This amount will be rounded to the nearest dollar and will be the monthly LPP payment amount for the next six months. On the initial and subsequent anniversary dates a new levelized payment amount is calculated by averaging to the nearest dollar, the amount of the deferred balance and the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent twelve months historical volumes. This new LPP amount will then be in effect until the time of the next six-months review. On each subsequent anniversary date a new levelized payment amount will be calculated in this manner. In such instances where sufficient billing history is not available, a twelve-month billing history will be estimated by the local office. The estimated history will be based on actual billings for those months in which actual billing data is available and estimated based on the service address or a similar location for those months in which no such actual billing is available. Participation in the LPP will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's actual monthly billing.

C. Customer Qualification for Levelized Payment Plan No additional customers shall be added to the LPP. The Company will, however, maintain the LPP for those customers participating

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

#### XI. EXTENDED ABSENCE PAYMENT PLAN

(A) The following options are available to residential customers to avoid suspension of service during any extended absence over one (1) month:

(1) Bills due during the customer's absence may be paid in advance. The amount of the payment will be based on the prior year's corresponding usage based on current rates. Any over or under payment by the customer will be applied to the customer's next bill when he returns. A delayed payment agreement will be available for underpayments.

(2) The customer will be given the opportunity to enroll in the Company's automatic bank draft program. The monthly bill will be paid automatically through the customer's checking or savings account.

(a) This option may be utilized by the customer in conjunction with the Company's Average Monthly Billing (AMB), which establishes the monthly bill amount for customer's

budgeting purposes during the absence.

(3) The customer can arrange to have bills coming due mailed to an alternate address, or to a third party during the absence.

(a) Third-party notification does not imply the third party will be responsible for the bill. Normal suspension of service rules will apply in the event bills are not paid.

(B) The customer must notify the Company in order to take advantage of any of these extended absence payment plans.

#### XII. AVERAGE MONTHLY BILLING

(A) Residential customers have the option of adopting the Average Monthly Billing plan (AMB) for billing purposes as opposed to the normal billing procedure.

##### (B) OPERATION OF THE AVERAGE MONTHLY BILLING

(1) Each month, under the AMB a customer's bill will be computed by averaging to the nearest dollar, the amount billed to the customers account during the last 12 months, plus or minus one-twelfth of the deferred budget balance. The average bill amount thus derived will be the payment amount for the month.

(2) Actual billings will continue to be based upon the appropriate rate schedules, riders, tax factors, and meter readings used to determine consumption. The AMB amount will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be shown on the bill as a memo item for the customer's information.

(3) The cumulative difference between actual billings and the AMB billings will be carried in a deferred budget balance that will accumulate both debits and credits and will adjust

monthly.

(4) The monthly payment amount will be automatically reviewed and adjusted each month.

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(5) In such instances where sufficient billing history is not available, a twelve month billing history may be estimated.

(6) Participation in the AMB will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's actual monthly billing.

(C) CUSTOMER QUALIFICATION FOR AVERAGE MONTHLY BILLING PLAN

(1) The AMB shall be made available to residential customers. The AMB is optional and will be available only on customer request, after an appropriate application for the AMB is completed, submitted and approved by the Company.

(2) At the time a customer chooses to participate in the AMB, his account must be current. This means that the current billings must not be past due and no unpaid balance exists.

(3) The customer may discontinue the AMB at any time by notifying the Company. The AMB will be discontinued if the customer requests a disconnect, if the customer is delinquent

30 or more days, if an account is final billed, or if the customer is turned off for non-payment as a result of past due amounts. Any outstanding balance owed to the Company at the time,

including the deferred balance, will be due immediately. A delayed payment plan may be available to qualifying customers. Likewise, any credit due customer shall be applied to the next

bill or refunded, as appropriate.

XIII. PROVISIONS FOR LANDLORDS AND TENANTS

(A) LANDLORD/TENANT ACCOUNT IDENTIFICATION

(1) The following procedure is used by the Company to identify landlord/tenant accounts:

(a) New service applicants are questioned during the initial application to determine if a landlord/tenant relationship exists.

(b) If Company personnel determine a landlord/tenant relationship exists, then the account will be coded accordingly.

(1) The landlord may be contacted to confirm tenant information.

(c) Company personnel may review landlord/tenant accounts periodically to verify landlord/tenant status.

(d) The Company will not be liable for any damage to persons or property resulting from the failure to properly identify a landlord/tenant account.

XIV. MINIMUM HEATING VALUE FOR GAS

(A) The average heating value for gas delivered to customers shall not be less than 975 Btu per cubic foot at 14.73 psia and 60 degrees Fahrenheit.

XV. BASE OR ABSOLUTE GAS PRESSURE

(A) The established absolute pressure base for all deliveries shall be 14.73 psia.

XVI. NORMAL GAUGE PRESSURE FOR GAS

(A) The normal gauge pressure for all deliveries shall be .33 pounds gauge pressure per square inch above 14.4 assumed atmospheric pressure.

XVII. LEAVE ON AGREEMENT

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(A) Pursuant to owner/managers request and upon completion and approval of a Leave on Agreement as provided on sheet numbers 36 through 39 herein, the Company agrees to continue to sell and deliver natural gas service to owner/managers rental units identified in the Agreement and the owner/manager agrees to pay Company for all gas service and charges provided for in the Agreement, subject to the terms and conditions of the Agreement.

## LEAVE ON AGREEMENT FOR NATURAL GAS SERVICE

This contract and agreement (hereinafter called the Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Summit Utilities Arkansas Inc., (hereinafter called Company) its successors and assigns, and \_\_\_\_\_, (hereinafter called Customer). Customer represents that it is the owner/manager of the residential or commercial property identified on Attachment A hereto (said property being hereinafter referred to as the rental property), and that the terms and provisions of this Agreement are intended to cover and pertain to said rental property, consisting of a total of \_\_\_\_ rental unit(s).

## Article I

Customer hereby requests that Company continue to sell and deliver natural gas service to each of the rental units identified above during any period of time subsequent to the closing of an account for service to a tenant or occupant of any of such rental units, or to the discontinuance or termination of service to any such rental units for any reason whatsoever except the nonpayment of utility bills by either the tenant or customer, and prior to the opening of an account for service to a new tenant or occupant of such rental unit. Customer agrees to be responsible for payment of all charges for gas service provided to any and all rental units covered by this Agreement during the aforesaid period of time.

## Article II

A. Company agrees to waive the connection charge on all units identified on Attachment A, provided the gas service is transferred directly to the Customer without interruption. It is understood and agreed to by the Customer that the normal connection fee as approved by the appropriate regulatory authority will apply on units where a service interruption has occurred.

B. Customer agrees to pay Company for all gas service and charges provided for in this Agreement in accordance with all rates, tariffs, schedules and charges which have been approved

by the prevailing regulatory authority. Both parties understand that the charges provided and set forth in this Agreement may, from time to time, be revised pursuant to order of prevailing regulatory authorities. The parties agree that in the event any charge provided and set forth in this Agreement is so revised, the provisions of this Agreement will automatically be revised

in accordance therewith without further action by either party.

## Article III

A. This Agreement shall continue in full force and effect as to all rental units identified herein until terminated by either party by written notice mailed or delivered to the other party at

least thirty (30) days prior to the date on which termination of this Agreement is desired.

B. In the event the Customer desires additional rental units to be covered by this Agreement or to delete rental units covered by this Agreement from such coverage, Customer agrees to provide notice of such changes to Company in writing. It is agreed that changes in the



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coverage of this Agreement requested by Customer shall become effective no more than one (1) business day after Customer`s written request for such changes is received by Company.

Article IV

It is understood and agreed that this Agreement and the gas service to be provided by Company hereunder shall be subject to all applicable rules of the prevailing regulatory authorities, and the Company`s rates and policies as presently on file with those authorities, as the same may be changed in accordance with the law.

Article V

This Agreement supersedes any previous Leave On Agreements entered into between Company and Customer with respect to the rental property or units identified herein.

Article VI

This Agreement shall bind and benefit the successors and assigns of Company and may be assigned by Customer upon written consent of Company.

Summit Utilities Arkansas, Inc.

By: By:

Mailing Address for Notices Required Mailing Address for Notices Required Herein: Herein:

[Blank lines for mailing addresses]

ATTACHMENT A Summit Utilities Arkansas, Inc. LEAVE ON AGREEMENT PROPERTY LISTING Customer Date

Table with columns: UNIT NUMBER, PROPERTY DESCRIPTION, ADDRESS, CITY/TOWN, STATE. Multiple rows of blank lines for data entry.

QoFS

I. APPLICATIONS FOR OR DISCONTINUANCE OF SERVICE

(A) The Company shall require all customers to execute a deposit-service agreement upon application for gas service or upon the filing of a petition for relief under the United States Bankruptcy Code. Such agreements are not transferable. All customers accepting gas service from the Company shall be subject to the rules, regulations and rate schedules applicable. (B) When gas service is inaugurated or transferred from one location to another, at a location where there is an existing meter installation, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of \$48.00. When gas service is inaugurated or transferred from one location to another, at a location where a meter must be installed, or upon the filing of a petition for relief

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under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of \$62.00

(C) When a customer requests the initiation or restoration of service which requires overtime work after normal daily working hours or on weekends and holidays, the customer will be advised of an additional charge which will be based on actual overtime costs involved. An overtime charge shall not apply to work required through no fault of the Customer. (D) No customer may temporarily discontinue service and thereafter request restoration and continuation of service under his old service agreement but must execute a new agreement. If service is discontinued at the request of the customer and service is suspended during all or a portion of the non-heating season and thereafter restored at the same location for the same occupant, a reconnect charge will become due and payable when service is restored. This charge will be computed on the basis of the applicable customer charge for each month or fraction thereof that service is discontinued. Such charge shall be in addition to the regular service initiation fee of \$48.00 at a location where there is an existing meter installation or \$62.00 at a location where a meter must be installed or reconnection fee of \$37.00. Any commercial or industrial customer who discontinues service for any period of time must be considered a new customer for State and Federal regulatory policy purposes when application is made for restoration of service. (E) The company will not accept orders to discontinue service other than from the person in whose name the account is billed. (F) The Company may turn on service after normal daily working hours, or on weekends and holidays, in emergency situations requiring immediate initiation of service. When this service is offered, the customer will be assessed an additional charge of \$27.00. An after-hours charge shall not apply to work required through no fault of the customer.

## II. CUSTOMERS FACILITIES AND EQUIPMENT

(A) Gas should be used only in appliances designed for use with natural gas, in compliance with all applicable manufacturing specifications. Vent pipes must be used on water heaters, cook stoves, enclosed type space heaters, or other appliances designed to be vented. (B) The customer shall provide a system of piping within his premises for connection to gas appliances. Customers piping system will be installed and maintained in compliance with all federal, state and local laws, codes and regulations. Customer shall provide an above-ground delivery point in a suitable location, unless otherwise specified by the Company. For SCS and LCS customers, vehicle access for meter testing purposes must be

## GAS SERVICES DIVISION

## GSD - 1 TARIFF REPORT

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provided. The normal gauge pressure, at which gas will be supplied through the Company's meter to the customer's piping, will be as defined in XVI(A). (C) The Company under previously existing regulations has provided service through one master meter to private distribution lines for multiple federal, municipal, or private housing projects and mobile home parks, and has in some cases provided individual meters for such facilities. Bills will be rendered on an individual basis to the individual metered customers, but the customer(s) owning the private distribution line or being served by the private distribution line will be responsible for payment of any differences between gas delivered through the master meter and gas delivered through the sum total of individual meters. All such construction within the above mentioned projects and mobile home parks must meet the requirements of all federal, state and local piping laws before the Company will connect the customer.

### III. REFUSAL TO SERVE CUSTOMERS

(A) The Company may decline to serve a customer or prospective customer until he has complied with the state and municipal regulations governing the service applied for and the reasonable rules and regulations of the utility. (B) Until adequate facilities can be provided, the Company may decline to serve an applicant for service or to change materially the service of any customer, if, in its judgement, 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. (C) The Company may refuse to serve a customer if, in its best judgment, the customer's installation or equipment is regarded as hazardous or of such character that satisfactory service cannot be given. (D) The Company may refuse to serve individual mobile homes and house trailers if the trailer does not have a firm foundation which will not permit it to rock or move thereby cracking or parting the connecting pipe or facilities. None of the weight of the trailer may be carried on the wheels or springs. All piping and appliance installations in trailers must be made in compliance with applicable laws, codes, and ordinances governing such installations. (E) The Company may decline to serve any applicant who is indebted to the Company for gas utility service; provided, however, that in the event the indebtedness of the applicant for service is in dispute, 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 the deposit until repaid at the rate prescribed by law or order of the Commission. (F) 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 gas utility service for the customer at other premises.

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## IV. DISCONTINUANCE OF SERVICE

Subject to Commission rules suspending disconnection during an extreme weather emergency (7.460):

(A) The Company reserves the right to shut off the gas at any time and to remove its property from the premises for any of the following reasons:

- (a) for tests or repairs
- (b) for non-payment of bills for gas utility service when due, after required notice has been given
- (c) for incorrect representation of facts in application for service, after required notice has been given
- (d) for failure to make or increase the cash deposit when required by the Company, after required notice has been given
- (e) for reselling gas in violation of the Company's Standard Rules and Regulations, after required notice has been given
- (f) for placing or permitting the placing of any bypass around any meter or service line; or for tampering; or permitting tampering with same
- (g) for permitting pipes, or appliances owned or used by the customer to leak or otherwise permit the escape or waste of gas, after required notice has been given
- (h) for failure to comply with the Rules and Regulations of the Company, after required notice has been given
- (i) failure to pay the applicable connect charge, after required notice has been given
- (j) on order of municipal authorities having jurisdiction; or
- (k) when checks received from customer for amounts past due or for the required deposit are repeatedly not honored when presented to the

bank for payment, then service may be discontinued without advance notice.

(B) 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 diligently tried to induce the customer to comply with its rules and regulations, or to pay amounts due the Company. Service may be discontinued after five (5) days written notice shall have been given to the customer by the Company in the manner provided for in Paragraph IV (d). Prior notice of disconnection shall not be required for fraudulent, negligent, or unlawful use of the commodity or service detected, or where a dangerous condition is found to exist on a customer's premises. (C) The customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service; provided, however, that payment at Company's office within four hours of the time of actual disconnection or turning off of service shall not affect the right to disconnect or turn off service for non-payment. Whenever the Company dispatches an employee to the premises of any customer for the purpose of discontinuing service for non-payment, and such payment arrangements are made that do not result in actually disconnecting or turning off of service, a fee of \$16.00 shall be added to and collected as a part of such delinquent account to cover, in part, the cost to the Company of dispatching such employee to the customer's premises. A \$15.00 charge may also be added to an account and collected to recover cost for reprocessing any check that has been returned to the Company by the bank by reason of insufficient funds on deposit. Whenever service has actually been disconnected on account of the failure of the customer to pay such delinquent account, or for any other reason without fault of the utility if the

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customer desires the service to be reconnected, the Company shall require the customer to pay a reconnection charge of \$37.00. (D) Notice of delinquency shall be construed to be given to the customer when a copy of such notice is left with such customer, or left at the premises where service is required, or posted in the United States mail addressed to the customer's last known post office address except as specified in (h) and (i) below. (E) The Company shall not be liable for any damage to persons or property resulting from the discontinuance of gas service after having given the required notice. Arrangement satisfactory to the Company for the continuance of service on account of serious illness or other causes shall be made by the customer prior to the expiration of the notice period. (F) When, at the customer's request, the Company changes the location at which service is rendered the gas consumed at the new and old locations, for the purposes of billing, shall be combined. The change of the location to which service is rendered shall not be deemed to affect the rights of the Company with regard to the application of deposit or discontinuance of service for non-payment of the account. (G) The fact that the Company has a cash deposit from a customer shall not in any manner affect the right of the Company to discontinue service to that customer for the non-payment of amounts past due regardless of the fact that the deposit is in excess of the amount past due. (H) Termination of service to Elderly Persons, Handicapped Persons, and Persons with Serious Illnesses

## (1) Definitions

(a) Elderly. An elderly person is any residential customer aged 65 or older whose total gross income is less than or equal to the median income for Texas families categorized as 65 years and over in Table 19A or successor tables reported in Consumer Income: Money Income and Poverty Status in 1975 of Families and Persons in the United States and the South Region, By Divisions and States (Spring 1976 Survey of Income and Education by the Bureau of Census of the United States Department of Commerce, as most recently published.

(b) Handicapped. A handicapped person is any residential customer:

- (i) who has any permanent severe physical or mental impairment which substantially limits his ability to pay for utility service; and
- (ii) who is certified as being physically or mentally disabled by a physician, licensed psychologist, by the United States Veterans Administration, the Social Security Administration, the appropriate governmental agency, or a local regional mental health center.

(c) Serious illness includes serious injury not amounting to a handicap.

(2) Special Provision for the Elderly and Handicapped Each utility shall file with the Commission, for its approval, procedures the utility will follow to insure the protection of elderly and handicapped customers. In addition, each utility shall keep records of all delinquent accounts of elderly or handicapped customers and the disposition of these accounts. Protection procedures shall include:

- (a) Identification of eligible households.
- (b) Personal contact by telephone or in person by utility personnel to arrange installment of deferred payment of any delinquency.
- (c) Notification of right to third-party notice before termination of service.
- (d) Assistance to customers wishing to make arrangements with state or local social service agencies for payment for service. The procedures may require elderly and handicapped persons to disclose information and furnish documents in connection with the status claimed on an annual basis. If a customer provides false information to the utility in order to claim an exemption under this Rule, it shall be grounds

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for termination. Customers establishing eligibility to claim an exemption as elderly or handicapped

shall be presumed to retain this status for one (1) year after the date eligibility is established. Eligibility related to income level and ability to pay for utility service shall be reestablished

annually.

(3) Delay of Termination on Grounds of Serious Illness

(a) A utility shall postpone termination of service to a residential customer, or reconnect previously terminated service, for a reasonable time up to thirty (30) days if the customer presents a certificate from a physician stating it is likely that termination of service will either aggravate a serious illness or give rise to a substantial risk

of death or a grave impairment of the health of the customer, of a member of the customer's family, or of another permanent resident of the premises where service is rendered. The certificate shall identify the medical emergency, specify the effect of termination of service, and specify the time during which termination of service will aggravate the illness. The utility may, at its expense, obtain an additional medical report or certificate from a physician of its choice and may rely on that opinion and in reliance on that opinion terminate service five days after mailing an additional notice of termination to the customer. Failure of customer without good cause to attend the company-scheduled medical appointment shall be sufficient reason for termination of service by the utility. A customer, his physician, or a nurse, nurse practitioner, physician's assistant, or a public or private agency providing physical or mental health care services may notify the utility of a serious illness in person, by telephone, or by letter. The customer shall have seven (7) days from the date of notification to present the certificate. Notice by telephone shall be subject to verification by the utility.

(b) The thirty-day postponement may be extended one time by renewal by notice as above and renewal of the certificate by a physician as above.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(4) Delay of Termination for Elderly and Handicapped Persons

(a) Residential utility service shall not be terminated and, if previously terminated shall be reconnected, during the months of November through March for elderly and handicapped customers of the utility, provided that service may be terminated if such customers fail to pay at least one-half of the amount billed for service either as they fall due or pursuant to

delayed payment agreement. Any balance due for service during these months shall be made in the months of April through October in installments agreed upon by the customer

and the utility. If, during the months of April through October, a customer fails to pay the deferred balance due for service from November to March, the utility shall not be obligated

to refrain from terminating or to reconnect service during the next November through March time period. Residential gas air condition service to such customers shall not be terminated

on a day when the National Weather Service forecasts between 5:00 a.m. and 8:00 a.m. a maximum temperature for that day of 95 degrees Fahrenheit, or higher.

(b) At least 72 hours prior to the proposed termination of residential service to an elderly or handicapped person, a utility shall personally contact the customer, a person living in this

household, or any other person or agency designated by the elderly or handicapped person

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to receive notice in person or by telephone during the utility's normal, working hours or between 9:00 a.m. and 4:00 p.m. on Saturdays and holidays that termination of service is imminent and that steps can be taken to avoid termination. This notice shall include an explanation of the procedures available under this or other applicable rules. If none of these parties is contacted on the first attempt, a second attempt shall be made and may take place between 6:00 a.m. and 10:00 P.M.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(I) Notice of Termination to Tenants

(1) For the purposes of this rule, landlord means the owner, agent, manager, or lessor of premises intended primarily for residential use for which he receives lease or rent payments which include amounts for utility service.

(2) Each utility shall file with the Commission procedures for identifying accounts where service is rendered at an address different from the mailing address of the bill. Such procedures

may include requiring landlords to identifying themselves as such and to identify their tenants by name, address, and account number. Absent such identification, the utility shall not be

required to treat a customer as a tenant unless it has actual knowledge or information that reliably indicates that the person to whom service is rendered is a tenant.

(3) The utility shall not disconnect service to such an account for nonpayment of the bill until the following actions have been taken:

(a) When a termination notice has been sent to the landlord, if no response is received by the utility within seven (7) days, notice shall also be sent to the affected tenants or shall be

posted in conspicuous locations such as near mail boxes, building entrances and exits, and other areas of common usage.

(b) If a landlord fails to pay for service to a tenant a utility shall not terminate service to the tenant until at least thirty (30) days have elapsed from the date of the delinquency, and, after

being notified of the delinquency the tenant has not paid for service provided after the date of notification or made arrangements with the utility to do so.

(c) Where feasible the utility shall offer the tenant the opportunity to apply for service in his own name. If such service is not feasible or if the tenant declines to apply for such service, the

utility may terminate service. If the tenant chooses to take service in his own name, termination shall thereafter be governed by other appropriate provisions of this rule.

(d) Where premises are master-metered and a tenant and the utility are unable to agree upon payments to be made by the tenant for service, the utility shall petition the Commission for

an immediate informal resolution or formal hearing to resolve the dispute.

(4) A utility shall not attempt to recover from a tenant or condition service to a tenant on the payment of any amounts owed by the landlord to the utility.

V. CUSTOMER DEPOSITS

(A) The Company may require, with each service application from any customer or any prospective customer, a cash deposit to guarantee payment of bill. This required deposit shall not exceed an amount equivalent to two estimated average bills when payment is due after the service is rendered. The Company shall pay interest on the

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deposit at the rate prescribed by law or order of the Commission. When service is discontinued by the Company for any reason other than for repairs, the Company may apply such deposit to the payment of all charges authorized under these Rules and Regulations. Interest will not accrue on deposits when they become inactive. The Company shall pay interest on deposits annually in January of each year and upon return of the deposit to the customer.

(B) Interest shall not accrue on any cash deposit after the date the Company has made a bona fide effort to return such deposit to the depositor. The Company shall keep in its records evidence of its efforts to return such deposit.

(C) A new or additional deposit may be required upon reasonable written notice of the need of such a requirement in any case where a deposit has been refunded or is found to be inadequate as above provided for, or as provided by the applicable provisions of the Commission's Rules, as they may be in effect from time to time. The service of any customer who fails to comply with these requirements may be disconnected upon five (5) days' written notice.

(D) All charges authorized under these Rules and Regulations shall be due and payable on the same terms and conditions as charges made for gas service and the same procedure for discontinuance of service for such charges may be applied against refunds, if any, due on the customer's deposits.

(E) Upon the filing of a petition for relief under the United States Bankruptcy Code, the customer will be required to provide a cash deposit in an amount not to exceed two times the maximum estimated bill for the service location.

#### VI. BILLING

(A) Gas supplies will be charged for from the time of turn on until the Company discontinues the supply. Failure on the part of the customer to properly notify the Company when their responsibility for the payment for gas at a premises ceases, shall not relieve the customer from the obligation of paying all bills accruing up to the time proper notification is received by

the Company. The customer shall pay for all gas passing through the meter, whether the same be used or wasted through leaks in pipes, apparatus, or otherwise and shall be bound by the true reading of the meter, provided it is in good repair and working order.

(B) Bills rendered for service for less than the standard monthly billing period shall be calculated as follows:

(1) Where meter reading indicates no consumption and the period involved is less than fifteen (15) days, no charge will be made. If the period involved is fifteen (15) days or more,

applicable monthly minimum will be charged.

(2) Where meter reading indicates any consumption, regular rate schedules will apply, regardless of period involved. Meter will be read to the nearest hundred cubic feet and bills computed on this basis.

(3) Where customer changes location within the same distribution plant, the consumption at both locations will be combined for the monthly billing.

(C) All customers of Company which are either, (1) sixty (60) years of age or older and depend upon a pension or Social Security check as their primary source of income, or (2) are dependent solely upon a disability income, regardless of age, are eligible to participate in the Company's FLEX-DATE Payment Plan. Such Plan will extend the due date for payment to the earlier of: (1) twenty-five (25) days after the current month's bill date, or (2) three

(3) work days before the next month's bill date. Only the extended due date provided by FLEX-



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will appear on eligible customers` bills. In addition, the Company will waive any otherwise applicable late penalty. Customers shall become Plan participants either upon telephone or form

notification to Company, and their participation will be effective for each month of each calendar year thereafter.

(D) Monthly statements will be delivered to the location at which gas is supplied, by an employee of the Company, or posted in the United States mail, unless the customer has directed the

Company in writing to send statements to another address. The terms Delivered or Rendered shall not be construed as an obligation on the part of the Company to deliver or render statements

to the customer in person, or to other occupants of the premises. Duplicate copies of statements will be furnished upon request, and failure to receive statements for any reason whatsoever,

will not entitle customer to further time to pay account, or to a continuation of gas supply if account is over due.

(E) Customers whose facilities are located on pipeline taps which are not centrally odorized will receive monthly statements based on the customers reading of the meter. If the meter is not

read by the customer, bills will be estimated. The Company will read these meters at least every six (6) months and the difference between the customer readings or the estimated consumption

will be billed or credited to the customer`s account.

(F) A residential apartment shall be defined as a room or group of rooms which contain a sink and/or cooking facilities and shall be considered a separate apartment for metering and billing purposes.

House trailers shall also be considered separate apartments for metering and billing purposes.

(G) Individual residential customer premises shall be metered and billed separately even if under common ownership, and combined metering or billing shall not be permitted. Commercial and

industrial premises shall be considered separate when not on the same tract or contiguous tracts of land, or when each is a complete unit not physically integrated with, or essentially a part of,

the other or others, and each renders a complete service or produces a finished product.

Tracts of land separated by public streets, roads or alleys shall be considered non-contiguous tracts.

(H) The commercial rate schedule of the Company will be applied to the gas used in two or more individual flats or apartments in a dwelling which was originally constructed as, or which has been converted into, a multiple-family building and where the owner has not elected to separately meter the gas used in each individual flat or apartment. Rooming houses without cooking

facilities, tourist homes for transients and hotels will be metered and billed as single unit on the commercial rate.

(I) The Company may make a charge of \$5.00 for any special meter reading which it is called upon to make other than on the regular reading date. Where interim meter readings are furnished

the owner of premises the Company accepts no responsibility as to the distribution of the monthly bill as between tenants.

(J) Claims for error in statements rendered should be made by the customer as soon as

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discovered; if the claim is found to be meritorious, the Company will make proper adjustment on the Customer`s subsequent bills, or make refund to the customer within a reasonable time.

(K) The Company shall make a test of the accuracy of registration of a meter upon request of a customer. Except as otherwise provided in these rate schedules, if such test shows the meter to be slow or within the tolerance limit as to accuracy of registration, the customer may be required to pay a charge of ten dollars (\$10.00) for each test so made. If the test shows the meter to be fast and in excess of the tolerance limit of accuracy, such test shall be made at the expense of the Company and an adjustment shall be made with the customer. If no such test has been performed within the previous four years for the same customer at the same location, the test is to be performed without charge.

(L) In case a meter ceases to register, the quantity consumed will be estimated from the amount consumed during the corresponding period for the previous year, giving due consideration to weather and other pertinent factors, or by such other method that will be equitable.

**SERVICE CHARGES**

<u>RRC CHARGE NO.</u>	<u>CHARGE ID</u>	<u>CHARGE AMOUNT</u>	<u>SERVICE PROVIDED</u>
303990	MSC007		Service Initiation Fee (where there is an existing meter) \$48.00
303991	MSC008		Service Initiation Fee (where a meter must be installed) \$62.00
303992	MSC009		Reconnect Charge \$37.00
303993	MSC010		Collection Fee 16.00
303988	MSC011		NSF Check Charge 15.00
303989	MSC012		Special Meter Reading Charge 5.00
303994	MSC013		Meter Accuracy Test 10.00
303995	MSC014		Residential Customer Deposits * Up to the maximum amount allowed under the Commissions Rules.
303996	MSC015		After-Hours Fee 27.00** The Company may turn on service after normal daily working hours, or on weekends and holidays, in emergency situations requiring immediate initiation of service. When this service is offered, the customer will be assessed an additional charge of \$27.00. An after-hours charge shall not apply to work required through no fault of the customer.

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TARIFF CODE: DS RRC TARIFF NO: 35945

DESCRIPTION: Distribution Sales STATUS: A  
 EFFECTIVE DATE: 03/23/2023 ORIGINAL CONTRACT DATE: 01/10/2022 RECEIVED DATE: 03/24/2023  
 GAS CONSUMED: N AMENDMENT DATE: 09/01/2022 OPERATOR NO: 829193  
 BILLS RENDERED: Y INACTIVE DATE:

RATE SCHEDULE

SCHEDULE ID DESCRIPTION  
 ELCS-1f

OPERATIONAL NOTICES AND COMMUNICATIONS  
 3.31.1. Company shall make available scheduling personnel on a twenty-four (24) hour basis. Customer shall provide, and update as necessary, the name, address, and telephone number of an operational contact person or persons who will be available on a twenty-four (24) hour basis to receive or provide communications involving receipts, deliveries, curtailment and for any other purposes relating to customers service under this rate schedule. Company shall be entitled to rely on such contact persons actions and communications for all purposes and shall have no liability for doing so, and if customer fails to designate such person or such person is unavailable to Company at any time, customer may be liable and shall indemnify and hold Company harmless from and against losses, damages and other expenses which Company or any other person may suffer or for which Company may be liable which are attributable to such failure or unavailability. other purposes relating to customers service under this rate schedule. Company shall be entitled to rely on such contact persons actions and communications for all purposes and shall have no liability for doing so, and if customer fails to designate such person or such person is unavailable to Company at any time, customer may be liable and shall indemnify and hold Company harmless from and against losses, damages and other expenses which Company or any other person may suffer or for which Company may be liable which are attributable to such failure or unavailability.

EGSR

1. GAS SUPPLY RATE (GSR)  
 1.1. GAS SUPPLY RATE (GSR) APPLICABILITY AND REQUIREMENTS  
 The charges for gas sales service contained in Arklas total billing to sales customers shall include the cost of gas sold as identified in this Rider. For purposes of this Rider the cost of gas sold shall include the sum of all gas purchased for Arklas customers, upstream transportation charges, storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments used by Arkla to stabilize prices.  
 1.2. DEFINITIONS  
 1.2.1. Cost of Gas Sold - For purposes of this clause the cost of gas sold during a month shall be the sum of all gas purchased for the customers, transportation and storage charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, and any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments to stabilize gas prices.  
 1.2.2. Lost and Unaccounted for Gas (LUFG) ` For purposes of this clause LUFG will

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be the portion of the Cost of Gas Sold that is not delivered to sales or transportation customers. More specifically it will contain Shrinkage, Company Used gas, and Remaining LUFG (RLUFG). Shrinkage is calculated by rate classification at the time of billing and represents a calculation of gas delivered but not measured to customers due to known departures from the Ideal Gas Laws. Company Used Gas is gas measured directly to Arkla facilities, and RLUFG is total LUFG less Shrinkage and Company Used Gas. Arkla shall not be allowed to recover LUFG in excess of 5%, computed on an annual basis.

1.2.3. Fixed Transportation Charges - Charges incurred for transporting gas to Arklas system that do not vary with the volume of gas being transported, including, for example, pipeline Firm Transportation (FT) and No Notice Transportation (NNT) demand and/or reservation fees.

1.2.4. Fixed Storage Charges - Charges incurred for storing gas that do not vary with the volume of gas injected into or withdrawn from storage, including, for example, Firm Storage Service (FSS) demand and/or reservation fees.

1.2.5. Fixed Gas Supply Charges - Charges incurred for the acquisition of gas supply that do not vary with the volume of gas purchased, including, for example, supply demand and/or reservation fees.

1.3. GSR FILINGS

1.3.1. Scheduled GSR Filings: Arkla shall make two Scheduled GSR Filings each year: a Winter Season GSR and a Summer Season GSR. The Winter Season GSR shall be effective for billings rendered to customers during the months of November through the following March. The Summer Season GSR shall be effective for bills rendered to customers during the months of April through the following October. The Winter Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirement for the period between the effective date of filing and the next Summer Season GSR; and, (2) all of the annual actual cost (true-up or secondary adjustment factor) adjustments and any refund factor adjustments relating to or arising during the immediately preceding 12 months ending August each year. The Summer Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirements for the period between the effective date of the Summer Season GSR and the effective date of its next Winter Season GSR; and, (2) maintaining all of the actual cost of gas adjustment (annual true-up or secondary adjustment) and any refund adjustments.

1.3.2. Unscheduled GSR Filings: Should a projected under or over recovery balance arise during any seasonal PGA period which exceeds ten percent (10%) of the projected annual gas cost per the most recent scheduled PGA filing, then the Company may propose an Unscheduled PGA filing. If an Unscheduled PGA Filing is made, that filing: (1) must contain rates reflecting the then current estimate of the gas cost revenue requirement for the period from the effective date of such filing to the next scheduled filing, and (2) must maintain all of the actual cost of gas adjustment (annual true-up or secondary adjustment factors) and any refund adjustment factors. The Unscheduled PGA Factor shall remain in effect only until the next

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**RATE SCHEDULE**

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scheduled PGA Filing.

1.3.3. Scheduled and any Unscheduled GSR filings shall be filed with the Commission by the last business day of the month immediately preceding the month the proposed new GSR factor will be implemented.

1.4. ALLOCATION OF COSTS

1.4.1. Calculation of Demand Cost Component: Calculating demand costs - The demand gas cost revenue requirement component shall be the annual total of the gas costs that do not vary with the actual consumption, such as fixed transportation and storage costs, fixed gas supply charges, and fixed financial charges associated with financial instruments purchased to stabilize prices. Calculating demand cost allocation- The demand cost component of each season`s filing shall be calculated by multiplying the total annual projected demand costs by the appropriate allocation factors for those demand costs for the respective RS-1, and the non-TSO SCS, and LCS customers.

1.4.2. Calculation of Commodity Cost Component: Calculating commodity costs by season - The commodity gas cost revenue requirement component of each season`s GSR shall be the sum of all gas cost purchased for sales customers other than demand costs or LUFGE costs, such as variable transportation costs, gas supply commodity costs, and the transaction costs associated with the use of futures contracts and options and other prudently incurred costs associated with various financial instruments purchased by Arkla to stabilize gas supply rates. The commodity gas costs shall include the commodity cost of storage withdrawals and injections. Arkla will utilize any technique or method it deems reasonable for purposes of estimating the commodity cost component of each seasonal filing. Seasonal Commodity Cost Allocation - the seasonal commodity costs assigned to RS-1 and non-TSO SCS and LCS customers will be determined by multiplying the Seasonal Commodity Cost by the ratio of estimated sales volumes for the respective classes in that season. For purposes of Commodity allocation and the establishment of Commodity rates, the SCS-1 class will be combined and considered as one class.

1.4.3. LUFGE Allocation: For purposes of LUFGE allocation, and the establishment of LUFGE rates, the SCS-1 class will be combined and considered as one class. LUFGE will be allocated to the respective rate classes based on the factors established below for each of the components of LUFGE: Shrinkage ` for each rate class (including regular sales and TSO customers) shall be determined based on cost causation. Company Used Gas ` shall be determined by the direct measurement of the gas consumed by Arkla facilities, and allocated to each rate class (including regular sales and TSO customers) based on

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the ratio of the number of customers in each class and the total for such classes. Remaining LUFG (RLUFG) shall be defined as the difference between (a) total LUFG; and (b) the sum of Shrinkage and Company Used Gas established above. It shall be allocated to the respective customer classes as follows: 55% based on the volumes for the most recent twelve-month-ending August period of the rate classes (including regular sales and TSO customers). 35% based on the demand components for the rate classes (including regular sales and TSO customers). 10% based on the annualized number of customers of the rate classes (including regular sales and TSO customers) as of the most recent twelve-month-ending August period.

1.5. RATE CALCULATION RS-1 Customers - The GSR for Residential customers will be a per Ccf rate that is determined by summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the residential class and adding that result to the per Ccf rate determined by dividing the allocated annual costs in Part 1.4.1. by the estimated annual sales volumes. SCS and LCS Customers - The commodity portion of the rate for non-TSO customers will be determined by respectively summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the respective classes. SCS-1 customers will be combined and considered as one class for purposes of determining the commodity portion of the rate. While the calculation will be made in Ccf, it will be appropriately translated to MMBtu as needed. The demand portion of the rate for LCS non-TSO customers will be charged to the customers based on their assigned CDs in MMBtu. The rate will be determined by dividing the respective classes allocated costs in Part 1.4.1. above by their respective annualized CDs. Since the demand charges are part of an overall non-specific set of upstream contracts, the support for their allocations will be provided in the schedules supporting the filing.

1.6. SPECIAL PROVISION REGARDING TSO CUSTOMERS LUFG costs - Customers under the TSO option may provide LUFG-in-Kind gas volumes. The LUFG-in-Kind (volumetric delivery requirement) for each customers account will be determined based on the most recent twelve-month ended August period and expressed as a percentage of the gas delivered for the customers account at the customers point of consumption. The percentage will be determined by dividing the allocated volumes of total LUFG in the respective class (SCS or LCS) by the total estimated sales volumes in their respective class. Assignment of Surcharges to TSO Customers - In the event an LCS-1 or SCS-1 customer changes its supply service election at the end of the contract term from the system supply option (SSO), the amount of the deferred gas cost

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account attributable to that customer shall be charged or distributed to that customer, whichever is applicable.  
 The charging to or distribution of the deferred gas cost account attributable to that customer shall be removed or added to the deferred gas cost account of the applicable rate schedule.  
 1.7 DEFERRED PURCHASED GAS COST ACCOUNTS Arkla shall establish and maintain a Deferred Gas Cost Account(s) in which shall be recorded any over or under recovery resulting from the operation of the GSR procedure. Such over or under recovery by class shall be determined monthly by comparison of the actual Cost of Gas Sold as defined above for each cost month to the gas cost revenue recovery for the same revenue month as the cost month. The accumulated balance of over or under recovered gas costs, plus the carrying charge described below, shall be used to determine the surcharge. The surcharge shall be computed annually by dividing each class cumulative balance over recoveries or under recoveries as of the end of each August by the respective class estimated volumes of sales for the projected twelve-month period. The surcharge shall be filed annually and will be included with the Scheduled Winter Season GSR Filing and shall be rounded to the nearest \$0.0001 per Ccf. The surcharge shall remain in effect until the earlier of: (1) superseded by a subsequent surcharge calculated according to this provision or, (2) the beginning of the second revenue month following the month in which the full recovery or refund is accomplished if such full recovery or refund is accomplished prior to the end of the established recovery period. A carrying charge shall be included in the monthly under or over recovery balance resulting from the monthly comparison of the actual Cost of Gas Sold to the revenue recovery resulting from the application of the prescribed GSR, and a carrying charge shall be included in the monthly under or over recovery balance applicable to the surcharge. The monthly carrying charge shall be determined by multiplying the average of the beginning and ending month balance of under or over recovery for the cost month times the rate of interest applicable to customer deposits.  
 1.8. DEMAND ALLOCATION It is recognized that over time as customer classifications change or demand levels change, the accuracy of the originally approved demand factors may deteriorate. Arkla can request a change in the allocation procedures with a minimum three month lead time prior to the filing date for the seasonal filings. Changes under this provision are limited to changes required to restore the accuracy of the originally approved demand factors and shall be not be used by either Arkla or Staff to implement changes in allocation methodologies that would normally require a general rate application.  
 1.9. REFUND PROVISION If an increase in the cost of gas paid or payable to Arkla

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shall be reduced by the final order of a duly constituted regulatory body or the final decree of a court, if appealed thereto, and such increase shall have been reflected in Arklas rate to the extent and in the manner specified in this GSR, Arkla shall report to the Commission the receipt of any refunds resulting from such final order or decree. Thereupon, Arkla shall submit for the Commissions approval a plan to make equitable disposition of such refund monies to the extent such monies represent increased charges paid by its customers as result of this GSR; provided, however, that if the amount to be refunded to customers hereunder with respect to a particular refund received does not amount to more than one-tenth cent per Ccf, then Arkla will apply that refund as a credit in its cost of gas computations hereunder for the month in which it receives the refund from its supplier. Nothing in this clause shall be construed to require refunds or a reduction of Arklas rate as a result of such an order reducing the cost of gas where the original increase in the cost of gas has not been reflected in Arklas billings for its sales to customers under this rate schedule.  
1.10. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-1) Small Commercial Firm Sales Service (SCS-1) Large Commercial Firm Service (LCS-1)

**EWNA-T**

2. WEATHER NORMALIZATION ADJUSTMENT (WNA-T)  
2.1. For bills rendered from November 1 through April 30 each year, the applicable margin rates for gas service to customers served under the applicable rate schedules shall be adjusted by a Weather Normalization Adjustment (WNA) to reflect much of the impact of heating degree day variations from normal levels which were used to set rates under the applicable rate schedules.  
2.2. In order to calculate the total weather adjustment for the applicable billing cycle, a weather deviation is computed and multiplied by the applicable margin rate.  
A per Ccf WNA adjustment is calculated by dividing the total weather adjustment by the average Ccf usage per customer for all customers in each billing cycle, using the formula described below. The per Ccf adjustment for each applicable rate schedule is applied to customer`s usage for the billing cycle. The WNA shall be separately identified on customer bills.  
2.3. CALCULATION OF WEATHER NORMALIZATION ADJUSTMENT  
2.3.1. The WNA is calculated as follows:  $WNA_i = R_i(DDF_i (NDD - ADD)) AAU_i$  Where:  $i$  = Any particular rate classification to which the WNA is to be applied.  
WNA = Weather Normalization Dollar Adjustment per Ccf R = Applicable margin rate:  
Residential Service (RS-T-1) \$0.17840 per Ccf  
Small Commercial Sales (SCS-1) \$0.08552 per Ccf  
DDF = Degree Day Factor associated with the applicable rate schedule:  
Residential Service (RS-T-1) .1611  
Small Commercial Sales (SCS-1) .6357  
NDD = Normal Degree Days during the billing cycle  
ADD = Actual Degree Days during the billing cycle  
AAU = Average Actual Usage per customer for each billing cycle  
2.4. DEFINITIONS



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2.4.1. Normal Degree-days: The heating degree-days, which are based on a 30-year average ending December 31, 2001 as are shown on Attachment 1.  
 2.4.2. Actual Degree Days: The actual heating degree days as published by Weather Services Corporation, or any other nationally recognized third-party weather service.  
 2.5. APPLICABLE RATE SCHEDULES Residential Firm Sales Service (RS-T-1) Small Commercial Firm Sales Service (SCS-1)  
 Notes: 1 Applicable margin rate revised from \$0.18470 (GUD 9345) to \$0.17840 (GUD 10765).

**PSIF**

Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2022 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.18, based on \$1.00 per service line. It will be collected from April 1, 2022 to April 30, 2022.

**ELCS-1b**

RECEIPT OF GAS FOR TRANSPORT

3.18.1. The customer must tender the gas for transportation hereunder at a mutually agreeable point or points as specified in the Agreement at whatever pressure is necessary to effect deliveries of the gas against the fluctuating working pressures maintained in Company's system at that point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales to Company's customers.

3.18.2. Company will be responsible for installing and operating the necessary tap and measurement facilities at each point of receipt to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by customer, upon Company's request, customer shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

3.19. DELIVERY OF GAS BY COMPANY AFTER TRANSPORTATION

3.19.1. Except as may be otherwise specified elsewhere herein, the gas shall be tendered for delivery after transportation at the working pressures maintained from time to time by the delivering party at the designated point of delivery as specified in the Agreement from time to time. It is recognized that the gas delivered to customer after transportation will not be the same gas that Company received for transportation, but that the gas delivered after transportation will meet the quality specifications applicable to gas that Company sells on its system from its general system supply. Company will use its best efforts consistent with the prudent operation of its system to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then customer shall notify Company of such deficiency and thereupon may, at customer's option, refuse to accept delivery pending correction by Company.

3.19.2. The point where responsibility for the gas shall pass to customer after transportation shall be at the outlet of the delivery facilities at the designated point of delivery. Customer shall provide reasonable access to the premises at the

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point of delivery for any purpose connected with this service.

3.19.3. Company shall install, operate and maintain whatever facilities are necessary to deliver the gas at the point or points of delivery hereunder and shall indemnify customer and hold it harmless from and against any and all claims, actions, suits, damages, liabilities, penalties, costs and expenses arising out of use, possession or presence of the gas before it passes the point of delivery. If Company agrees to provide new or additional facilities to perform services requested by customer, upon Company`s request, customer shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

3.19.4. Customer shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize the gas at and beyond the point of delivery hereunder, and shall indemnify Company and hold it harmless from and against any and all claims, actions, suits, damages, liabilities, penalties, costs and expenses arising out of the use, possession, or presence of the gas at and after it passes the point of delivery.

3.19.5. If the services of one or more other transporters are necessary for Company to provide the service herein contemplated, Company`s obligations hereunder shall be subject to the availability of such services by others on continuing terms and conditions acceptable to Company, and in such event, customer agrees that Company may act as agent for customer in arranging for such services, including execution of the necessary agreements therefore and administering same, and arranging and confirming capacity release transactions necessary to facilitate the transaction, provided that, unless otherwise provided elsewhere, any costs and/or charges or penalties associated with such services by a third party to the point of delivery hereunder shall be borne by customer.

3.20. SCHEDULING AND NOMINATIONS

3.20.1. Nominations for gas flow shall be submitted by customer to Company no later than 10:00 a.m. Central Standard Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by customer to Company no later than 10:00 a.m. Central Standard Time the last business day immediately prior to such weekend or holiday. Nominations shall be submitted via the Companys internet based nomination system. Company and customer may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; or

(B) higher than the MDWQ or MDSQ in the applicable season; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by the Company, that nomination will remain in effect through the end of the month or until changed by the customer. Company shall confirm nominated volume to Pipeline.

3.20.2. Company will require customer to comply with the scheduling and nominating procedures as set forth in customers upstream pipeline suppliers transportation

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tariffs as on file with and approved by the Federal Energy Regulatory Commission. Customer shall be liable for and shall compensate Company for any costs imposed upon Company as a result of customer's scheduling and nomination deviations or non-compliance.

## 3.21. BALANCING

3.21.1. General Intent: These balancing provisions are in recognition of the fact that Companys upstream transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply.

3.21.1.A. SSO transactions are allocated costs associated with the Companys upstream transportation, storage and no-notice service capacity. Therefore, SSO transactions have defined relative rights to those upstream services.

3.21.1.B. TSO transactions are not allocated any costs associated with the Companys upstream transportation, storage and no-notice services or associated capacity. Therefore, TSO transactions carry no explicit or implicit right to make use of the Companys upstream services or associated capacity.

3.21.1.C. Encroachment upon Companys upstream transportation, storage, or no-notice services or associated capacity on interstate pipelines, for natural gas volumes other than those for which Company takes title, are subject to the capacity release regulations established by the FERC and embodied in Part 284 of the Code of Federal Regulations. It is expressly understood that the level of balancing tolerances offered under this tariff is conditioned upon the Company not being required to achieve said tolerances through operation of Part 284 capacity release arrangements nor other certificate authority from the Federal Energy Regulatory Commission.

3.21.2. Customers shall be obligated to:

- (i) conform their takes each day at delivery points with their deliveries to Company at receipt points on the same day and thereby avoid imbalances; and
- (ii) to correct any such imbalances as soon as practical.

3.21.3. Company shall not be obligated to receive or deliver more than the maximum hourly quantity. If customer takes gas in excess of the specified MHQ at the point of delivery without the approval of Company, and such excess flow causes harm to the Company, its other customers or its facilities, then customer shall reimburse Company for the actual cost of damages or harm or repairs to its facilities, plus overhead expenses, within 15 days after the date of Companys invoice to customer for such damages.

3.21.4. Company shall make available electronically daily imbalance information which shall notify customer of any imbalance under an Agreement in the current Service Month, based on the best information then available to Company, including, but not limited to data such as nominations, allocations, electronic measurement data, and meter observations. The provision of such information shall not relieve customer of its obligations under this tariff to avoid, correct or eliminate actual imbalances.

3.21.5. Company shall monitor the accumulation of daily imbalances by customer and shall have the right to take corrective action pursuant to this tariff, as required, to eliminate customer encroachment upon upstream transportation, storage, or no-notice service capacity held by Company for general system supply.

3.21.5.A. If customers receipts and deliveries are not in balance during a day, or

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are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances inhibit Companys ability to maintain the operational integrity of the distribution system, or the economic integrity of the Companys system supply acquisition processes, then the Company shall declare a Critical Period Event. The Critical Period Event can be either:

- (i) an Excess Flow Event (receipts exceed deliveries); or,
- (ii) a Deficient Flow Event (deliveries exceed receipts).

Additionally, the Companys declaration of a Critical Period Event can be location-specific, and the Company is not required to apply the Critical Period Event where corrective action would not be curative of the critical situation. A Critical Period Event may be called for operational purposes relating to a physical event causing or threatening a system failure and/or existence of an Operational Flow Order (OFO) on the upstream pipeline. Company may also declare a Critical Period Event in order to protect the economic integrity of the Companys system supply acquisition processes. A Critical Period Event declared for economic purposes shall be applicable only to customers with an annual average customer delivery of 100 MMBtu or less. Critical Period Events declared for economic purposes may be declared only on days when other Gas Daily price differs by more than \$.50 per MMBtu from the Inside FERC REGT First of the Month Index. The Company shall notify affected customers verbally of the critical situation and customers shall have a minimum of four (4) hours to bring receipts and deliveries into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Companys notice to customer of critical situation, customer has not balanced receipts and deliveries, Company shall have the right to balance deliveries and receipts. Company shall not be obligated to redeliver a greater volume of gas to the point of delivery than it received at the point of receipt for customers account, as indicated by the upstream delivering pipeline, until such time as Company determines that the critical situation no longer exists. An imbalance that occurs during such critical situation, after the expiration of the notice period, may not be carried forward for clearing during the month, but instead may, at the Companys option, be cashed out based on the Critical Period Price.

(i) The Critical Period Price shall be the applicable regional posting for the upstream pipeline expressed in (\$/MMBtu) for the day of delivery as found in the publication Gas Daily under the heading Daily Price Survey and under the subheading Midpoint.

(ii) If, on any day during a critical situation, after the expiration of the notice period, customer delivers to Company volumes of gas that are greater than customers gas requirements at the point of delivery then Company can purchase such over-delivered volumes at the point of delivery from customer at the following rates per MMBtu. The first 6% of over-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 6% will be cashed out at a rate equal to 50% of the Critical Period Price.

(iii) If, on any day during a critical situation, after the expiration of the notice period, customer delivers to Company volumes of gas that are less than customers gas requirements at the point of delivery, then Company may require customer to purchase such deficiency at the point of delivery from Company at the

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following rates per MMBtu. The first 6% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 6% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

(iv) Any Critical Period imbalance incurred of 10 MMBtu or less shall not be subject to Critical Period cash-out pricing. Such imbalances will be deferred until the end of the month, and will be cashed out in accordance with the terms of Part 3.21.8.

(v) Company shall make a reasonable effort to provide 24 hours` notice of the issuance of a CPE. Upon issuance of notice of a CPE, Company will allow shipper to submit revised nominations to the extent permitted by the upstream pipeline declaring an OFO, in an attempt to minimize imbalance activity on the Company`s system. During any CPE, Company shall remain obligated to deliver all natural gas supplies that it receives on behalf of each individual shipper.

**ELCS-1**

3. LARGE COMMERCIAL FIRM SERVICE (ELCS-1)

3.1. AVAILABILITY

3.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Companys existing facilities. This rate schedule is available to any customer at a particular facility owned or operated by customer who enters into a large volume commercial service agreement (Agreement) with Company, on terms and conditions acceptable to the Company, for delivery of gas at the facility, provided such facility has experienced, or anticipates, an average daily demand of more than 100 MMBtu per day during the preceding or succeeding twelve (12) months, respectively. For the purpose of establishing eligibility for the Transportation Supply Option (TSO) defined in this rate schedule, customers experiencing or anticipating an average daily demand of 75 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. The TSO eligibility threshold will be lowered to an average daily demand of 50 MMBtu on April 30, 2003 and 25 MMBtu on April 30, 2004. Customers experiencing average daily demand of less than 100 MMBtu, remain under their originating commercial rate schedules, and are additionally subject to any specific rates, charges or riders specific to the TSO.

3.1.2. Company has historically allowed the volume usage of meters at facilities under common ownership and subject to other commercial rate schedules to be aggregated for the sole purpose of establishing eligibility for transportation. The TSO eligible customers qualifying under such aggregation provision prior to September 21, 2002, will remain unchanged with respect to existing and new locations. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating rate schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO.

3.1.3. Customers under this rate schedule may choose between two sources of supply, as follows:

(A) System Supply Option (SSO) - under which customer will be delivered natural gas supply designated as general system supply of Company.

(B) Transportation Supply Option (TSO) - under which customer will be delivered

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natural gas supply received for customers account at points of receipt on Companys distribution facilities.

3.1.4. The customers election between the two supply options under this rate schedule shall be set forth in the requisite Agreement which will specify the term (duration) of this customer election. Under no circumstances shall the Company be obligated to

(a) deliver natural gas volumes to a customer under this rate schedule from a supply source other than the one reflected in customers election embodied in the Agreement or

(b) enter into an agreement with a term of less than one year. LCS customers failing to execute the requisite agreement setting forth the supply option election, shall default to the System Supply Option, and shall remain until such time that an agreement setting forth the alternative supply option is executed.

3.1.5. If customer has human needs requirements, or other requirements necessary for the preservation of life, health or physical property, the Company will require customer to certify, document, and update in writing annually prior to October 1, any material change to the level of said requirements to Company.

3.1.6. Additionally, if customer has human needs requirements under the TSO, the Company will require customer to certify and document to Company that it:

(A) has made firm pipeline capacity and gas supply arrangements sufficient to ensure non-interruptible deliveries to satisfy its level of human needs requirements. This certification will consist of an affidavit from the appropriate executive officer. This documentation will include written acknowledgement from the upstream pipeline that firm, primary delivery point capacity is under contract for the appropriate location that will service customer, and that such capacity is under contract for the entire November through March time period; or,

(B) has one or more alternative energy back-up systems in place to provide for continuous energy to satisfy the total human needs requirements that otherwise would be met by natural gas. In such instance, there will be no requirement to meet this firm pipeline capacity and gas supply provision, provided that customer provides an affidavit from the appropriate executive officer.

3.1.7. Customers converting from sales service to transportation service shall bear the supply-related cost shifts or additional costs resulting from that conversion, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the converting customer upon request.

3.1.8. Seasonal Transportation. Customer facilities experiencing more than 80% of annual load during the months April through October, and who experience or anticipate an average daily demand of more than 75 MMBtu per day during any consecutive 30-day period of the preceding or succeeding April through October, are eligible to transport on a seasonal basis. Customers meeting the aforementioned criteria, may elect the TSO option and choose a subsequent return to the SSO option only once during the calendar year. Customers electing the TSO option on a seasonal basis, pursuant to notice given prior to May 31st or thirty days prior to commencement of service, whichever is earlier, may receive transportation service for a continuous period of at least 30 days between April 1 and October 31.

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Customers electing the TSO option on a seasonal basis are subject to the TSO contract administration fee. Additionally, each participating location shall pay a \$300 set-up fee upon initial election and upon any subsequent return to transportation service. 3.2. MAXIMUM QUANTITIES

3.2.1. Company and customer shall agree upon a Maximum Daily Winter Quantity (MDWQ) applicable to the period from November through March each year and a Maximum Daily Summer Quantity (MDSQ) applicable to the period from April through October each year, both of which will be reflected in the Agreement, and shall establish the maximum MMBtu that the Company will be obligated to deliver on a firm basis on any given day to customers point of delivery until such maximum quantity is revised pursuant to Part 3.2.4.

3.2.2. Company and customer shall agree upon an Annual Volume Limitation (AVL), which will be reflected in the Agreement, and shall establish the maximum MMBtu which the Company shall be obligated to deliver on a firm basis during the contract year, consisting of twelve consecutive billing periods specified in the Agreement.

3.2.3. Under no circumstances is Company required to agree to an MDWQ, MDSQ, AVL, or other quantity-related obligation under this rate schedule that it finds inconsistent with actual expected operating outcomes or load requirements based on observed historical operating data, the level and nature of currently installed natural gas facilities, equipment and appliances, or other relevant, reasonable and appropriate information or data.

3.2.4. Unless agreed otherwise, should customer deliveries exceed the MDWQ during the period from November through March, then delivery demand set on that day shall reestablish the MDWQ. Should customer deliveries exceed the MDSQ during the period April through October, then delivery demand set on that day shall reestablish the MDSQ. Should annual deliveries exceed previously established levels, for any prior 12-month period, then the AVL will be reestablished for the annual period. The new MDWQ, MDSQ or AVL, respectively, become effective on the first day of the month after which the excess occurred, and continue for the remaining term of the contract or until such time that a replacement MDWQ, MDSQ or AVL is established via the provision cited herein.

3.3. CAPACITY

ELCS-1a

DEMAND

3.3.1. Each individually metered point of delivery under this rate schedule shall have a capacity demand (CD), equal to the higher of:

(A) The MDWQ specified in customers Agreement with Company, subject to the maximum quantities provision herein, or as reestablished pursuant to the provisions of Part 3.2.4.

(B) The AVL specified in customers Agreement with Company, subject to the maximum quantities provision herein divided by 365, or as reestablished pursuant to the provisions of Part 3.2.4.

3.3.2. This CD shall be the billing determinant for both distribution demand charges and Fixed Storage Charges, Fixed Gas Supply Charges and Fixed Transportation Charges (GSR Demand) under the Gas Supply Rate Rider. The CD initially established shall remain in place until such time as maximum quantities are revised pursuant to the provisions of Part 3.2.4. During the course of the

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RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

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**RATE SCHEDULE**

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contract term, the CD established as billing determinant shall be the higher of the CD initially established under the contract or any CD reestablished during the previous 12-month period. Unless agreed upon otherwise, if during the course of a multi-year contract, the revised CD established pursuant to Part 3.2.4., or any revised daily demand number higher than the initial CD established in the contract does not re-occur during any prior 12-month period, then effective the first day of the following month the initial CD established in the contract becomes the replacement CD. On the first of any month during a contract term, the CD shall be equal to the higher of the CD cited in the initial contract or any maximum quantity or delivery demand observed during the immediately preceding twelve month period.

3.4.RATES

3.4.1. Each customer receiving service under this rate schedule, other than small commercial firm sales service customers historically qualified under the Part 3.1.2. aggregation provision, shall be charged the sum of (a), (b), (c) and (d) as follows:

(a) Distribution Customer Charge - \$290.00 per month. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Demand Charge per MMBtu of CD per month: (i) \$5.5790 per MMBtu of CD up to 400 MMBtu of CD plus, if applicable (ii) \$0.4000 per MMBtu of CD over 400 MMBtu of CD.

(c) Distribution Rate - All MMBtu consumed at \$0.0196 per MMBtu.

(d) Gas Supply Rate Rider

(i) SSO - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Companys Gas Supply Rate Rider.

(ii) TSO - The customer will be required to provide the appropriate LUFPG-in-Kind as described in the Companys Gas Supply Rate Rider. Volumes provided as LUFPG-in-Kind will not be considered in the calculation of Capacity Demand and shall not be subject to Distribution Charges.

3.4.2. Monthly charges applicable to customers under the TSO described in Part 3.1.3. of this rate schedule, including small commercial firm sales service customers historically qualifying under the Part 3.1.2. aggregation provision of this rate schedule or qualifying for transportation under the SCS rate schedule, are as follows: (a) Contract Administration Fees: TSO - \$350.00 per month.

3.5. MINIMUM CHARGE

The sum of (a), (b), and (c) if applicable:

(a) Distribution Customer Charge - \$290.00 per month. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Demand Charge - per MMBtu of CD per month

(i) \$5.5790 per MMBtu of CD up to 400 MMBtu of CD plus, if applicable

(ii) \$0.4000 per MMBtu of CD over 400 MMBtu of CD

(c) Contract Administration Fee ` TSO - \$350.00 per month.

3.6. TELEMETERING EQUIPMENT

3.6.1. Telemetering is required under the TSO described in Part 3.1.3. of this rate schedule, including customers qualifying under Part 3.1.2. of the aggregation provision of this rate schedule. If Company does not have telemetry at customers



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point of delivery, upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at customers point of delivery. Customer will reimburse Company for the full, installed cost of such telemetry.

3.6.2. Customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary.

3.7. RIDERS

3.7.1 The Gas Supply Rate Rider is applicable to service under this rate schedule.

3.7.2. Service will be rendered under this rate schedule until service is discontinued to customer, the customer qualifies for service under the small commercial firm sales service rate schedule, or the schedule is superseded.

3.8. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

3.8.1. The Commission`s Special Rules of Practice and Procedure and Substantive Rules and the Company`s Standard Rules and Regulations, as the same may from time to time be changed in accordance with the law, shall be applicable to service under this rate schedule.

3.9. BILLING AND PAYMENT

3.9.1. Customers bills will be based on the quantity of MMBtus delivered to customer at the delivery point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within fourteen (14) days after the date the bill is mailed. Company shall have the right to bill customer each month hereunder on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. The Company shall not discontinue service to customer for violation of its rates and policies nor for non-payment of bills, without first having diligently tried to induce the customer to comply with its rates and policies, or to pay amounts due the Company. Company may suspend service to customer after written notice shall have been given to the customer by the Company in the manner provided for in the Commission`s Rules. Company may require as a condition of recommencement or continuation of service the maximum refundable deposit or bond allowed by the Commission to secure payment of bills. Interest at such rates as are required by the Commission shall be paid on any such deposit amount.

3.10. DEFINITIONS

3.10.1. The following terms when used herein shall be construed to have the following meaning, except where the context of their use clearly indicates another meaning

3.10.2. The term Large Volume Commercial Customer Agreement (Agreement) shall mean a written and fully executed agreement between Company and customer which provides for service under the applicable supply option of this rate schedule

3.10.3. The term customer shall mean the party so identified in the Agreement, or its designee.

3.10.4. The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Standard

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Time, at the point at which delivery of gas is made.

3.10.5. The term month, Service Month, or monthly shall mean the period beginning at or as near as practicable to 9:00 a.m., Central Standard Time, on the first day of the calendar month and ending as near as practicable to 9:00 a.m. on the first day of the next succeeding calendar month.

3.10.6. The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3.10.7. The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute.

3.10.8. The term Mcf shall mean one thousand (1,000) cubic feet of gas.

3.10.9. The term Btu shall mean British Thermal Unit.

3.10.10. The term MMBtu shall mean one million (1,000,000) Btu`s.

3.10.11. The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

3.10.12. The term balancing shall mean the service provided by Company when quantities of gas received by Company at the Point(s) of Receipt differ at any time from the quantities of gas delivered by Company at the Point(s) of Delivery under the Agreement.

3.10.13. The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer. The contractual Maximum Daily Winter Quantity (MDWQ) shall be controlling during the period from November through March each year and the Maximum Daily Summer Quantity (MDSQ) shall be controlling during the period from April through October each year.

3.10.14. The term Point(s) of Receipt shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of customer.

3.10.15. The term Point(s) of Delivery shall mean the point or points specified in the Agreement where Company agrees to deliver gas transported for the account of customer.

3.10.16. The term imbalance shall mean the difference in the MMBtu`s of natural gas which customer takes at the Point(s) of Delivery and the MMBtu`s which customer provides for transportation at the Point(s) of Receipt.

3.10.17. The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver on a firm basis during the contract year consisting of twelve consecutive billing periods specified in Agreement.

3.10.18. The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customers account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of MDQ, MDWQ or MDSQ.

3.11. GOVERNMENTAL REGULATIONS

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3.11.1. Service hereunder shall be subject to all relevant present and future local, state and federal laws and all rules, regulations and orders of regulatory authorities having jurisdiction over any of the parties, as applicable, and the obligations of all parties hereunder are subject to obtaining whatever regulatory approvals and authorizations are necessary for the lawful implementation of the Agreement, on continuing conditions satisfactory to the party affected. Customer shall cooperate with the Company by providing promptly all information and in making whatever reports or filings are necessary in regard to service rendered under this rate schedule. Neither party shall be held in default for failure to perform hereunder if such failure is due to good faith compliance with the requirements of any such laws, orders, rules and regulations. Should any governmental body having jurisdiction impose on the Company or the services provided hereunder or otherwise require service hereunder on terms and conditions that are unacceptable to Company, in its sole discretion, then Company may terminate service hereunder at any time thereafter upon notice to customer. Customer shall also reimburse Company, or cause Company to be reimbursed, for any fees, taxes (other than income and property taxes) or other charges levied or paid by Company to any governmental authorities in connection with or attributable to the services provided hereunder.

3.12. MEASUREMENT

3.12.1. Except as may be otherwise provided elsewhere herein or required by law, the measurement and testing of gas received and delivered hereunder shall be done by Company, or its designee, as measuring party in accordance with the following

3.12.2. The gas received by Company hereunder shall be measured as follows

3.12.2.A. The unit of volume shall be 1,000 cubic feet of gas (Mcf) at a temperature base of 60 degrees Fahrenheit and at a pressure base of 14.73 pounds per square inch absolute. Whenever the actual conditions of pressure and temperature of the particular gas stream being measured differ from the above standard, conversion of the volume from such actual conditions to the above standard conditions shall be made in accordance with the Ideal Gas Laws corrected for super-compressibility in accordance with the method customarily used by the measuring party.

3.12.2.B. Measurements of gas shall always be in accordance with requirements of law, and if the procedures, bases, or standards herein contemplated to be used in the determination of gas volumes are changed by law or regulatory action, the applicable rates shall be appropriately modified and adjusted to the extent necessary to the end that calculations to determine sums of money due hereunder after the change will reach the same end result in dollars and cents as would have been reached in the absence of such change

3.12.2.C. The temperature of the gas at each point of receipt shall be (i) determined by a recording thermometer, (ii) determined by taking the average of the daily readings of an indicating thermometer, or (iii) assumed by mutual agreement to be 60 degrees Fahrenheit, provided that, if a recording thermometer is not being used, customer shall have the right, by reimbursing the cost of the equipment and its installation, to require the use of a recording thermometer. The Btu content of the gas per cubic foot shall be determined on a dry basis in accordance with good engineering practice in a manner reasonably calculated to result in a fair and

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accurate determination.

3.12.2.D. The specific gravity of the gas shall be determined in accordance with good engineering practice as often as found necessary in operation.

3.12.2.E. Standard type measuring and testing equipment necessary to measure and determine quantities hereunder shall be installed, operated and maintained in a workmanlike manner. Readings, calibrations, tests, repairs and adjustments of said equipment, and changing of charts, shall be done only by employees or agents of measuring party and in accordance with good engineering practice as often as found necessary in operation. Orifice meters, if used, shall be installed and operated, and volumes computed, in accordance with the latest version of the American Gas Association Gas Measurement Committee Report and Appendices thereto, and such amendments thereof as measuring party may place in use on its system for transactions of this type. Customer shall have access to the measuring and testing equipment at reasonable times, and shall have the right to have a representative present at tests, calibrations and adjustments thereof. Upon request by customer for a special test of any meter or auxiliary equipment, the accuracy of same shall be verified promptly, provided that the cost of such special test shall be borne by customer unless the percentage of inaccuracy is found to be more than two percent (2%), then previous readings shall be corrected to zero error for the period of time during which the equipment was known to be inaccurate, or if not known then to the shorter of six (6) months or the last date that the meter was tested; if said total inaccuracy is not more than two percent (2%), then previous reading shall be considered correct but the equipment shall be adjusted to read correctly. Measuring party shall not be required to verify the accuracy of such equipment more than once in any 90-day period, unless customer has a specific and verifiable reason to believe that the equipment is inaccurate by more than 2%.

3.12.2.F. If any meter or auxiliary equipment is out of service or out for repair for a period of time so that the quantity of gas delivered cannot be ascertained or computed from the reading thereof, then the quantity delivered during such period shall be estimated upon the basis of the best data available, using the first of the following methods which is feasible:

(i) by correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculations

(ii) by using the registration of any check equipment installed and accurately registering, or

(iii) by estimating the volume on the basis of deliveries during preceding periods under similar conditions when the equipment was registering accurately.

3.12.2.G. Upon request, measurement charts and records shall be submitted to customer for examination, the same to be returned within twenty (20) days. The measurement charts and records for a given accounting month shall be conclusively presumed correct if no written objection thereto is served on Company within the 12-month period following the given accounting month. All test data, meter charts and similar records shall be preserved for a period of at least one (1) year.

3.12.2.H. The formal measurement and testing of gas hereunder shall only be by the equipment operated by measuring party, but customer may install, operate and maintain, at customer's own cost, risk and expense and in the same manner as is required for the primary equipment hereunder, check measuring and testing equipment

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of standard type, provided that the same does not interfere with the operation of the primary equipment. Company shall have the same rights with respect to check equipment as customer has with respect to the primary equipment.

3.12.2.I. If Company causes any or all of the foregoing measurements and testing procedures to be done by a third-party designee, then in such event:

3.12.2.I(1) Customer`s rights hereunder with respect to the third-party`s equipment and procedures will be subject to reasonable arrangements by Company with such third part; and

3.12.2.I(2) If the third party`s usual and customary procedures differ in particular respects from the detailed procedures set out above, then the third-party`s procedures, and measured quantities resulting therefrom shall be acceptable and used hereunder so long as they are consistent with good engineering practice in the industry.

3.12.2.J. The gas delivered by Company to customer after transportation shall be measured in the same manner as are volumes sold by Company to customers of similar size as customer under Company`s sales rate schedules.

3.13. FORCE MAJEURE

3.13.1. Neither customer nor Company shall be liable to the other for failure to perform their respective obligations under the Agreement (other than to make any and all payments thereunder) due to acts or conditions beyond the reasonable control of the parties affected. The obligations of the affected party to perform shall be suspended so long as and to the extent that performance is prevented by the occurrence of such acts or conditions. Such acts or conditions shall be deemed to include, but not be limited to, fire, labor disputes, acts of God, the elements, wars, epidemics, riots, civil disturbances, explosions, breakdown of equipment, test and repairs of pipeline facilities, freezing of wells or pipelines, requirements of local, state or federal authorities, failure of any intermediate transporters relied upon by Company to transport the gas for any reason, failure of appropriate regulatory approvals or lack of sufficient capacity, the inability of Company to obtain or maintain such regulatory authorizations as may be necessary for the lawful performance of the service contemplated hereby on continuing conditions satisfactory to Company, the curtailment of service by Company in accordance with Company`s curtailment plan as effective from time to time, failure of gas supply and any other cause, similar or dissimilar, not within the reasonable control of the party claiming relief. The party affected shall notify the other promptly and shall remedy the cause of suspension with reasonable diligence, retaining to such party unqualified discretion in settling labor disputes.

3.14. OPERATING INFORMATION AND FORECASTS

3.14.1. Customer, upon request, shall furnish or cause to be furnished to Company from time to time such reasonable data as in Company`s judgment is necessary for the proper analysis of the daily and annual gas load requirements of customer for this service. Customer at all times shall keep Company informed of anticipated significant changes in the size and character of such load requirements.

3.15. USE

3.15.1. All gas delivered to customer under the Agreement shall be for customer`s own use and shall not be resold.

3.16. NON-SYSTEM SUPPLY: TERMS AND CONDITIONS

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3.16.1. Customer transactions operating under the SSO described in Part 3.1.3. of this rate schedule shall be governed by Company's other generally applicable rates and policies. The operating terms and conditions of service provided hereinafter, in addition to the Company's other generally applicable rates and policies not consistent therewith, shall apply to customer transactions under the TSO of this rate schedule.

## 3.17. NOTICES

3.17.1. Notices, requests, demands, statements, or bills provided for under this rate schedule and the Agreement (other than those related to nomination, scheduling and other operational issues having immediate operational consequence and requiring shorter notice that either Company or customer may desire to give the other, as provided for under Part 3.32.1.) shall be in writing and if delivered shall be considered as duly delivered when mailed by registered or certified mail to the post office address of Company or customer as indicated in the Agreement, or at such other address as either shall designate by formal written notice to the other. Routine, non-operational communications, including monthly statements and payments if received, shall be considered as duly delivered when mailed by either registered, certified or ordinary mail.

## 3.18.

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3.21.5.B. For any multi-day period measured from the beginning of the first day of the Month where a cumulative imbalance is equal to or greater than 6% of the projected deliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions for cash out quantities that are 3% or less of deliveries shall be equal to 75% of the Critical Period Price for cash-out purchases by Company from customer and 125% of Critical Period Price for cash-out purchases required of customer from Company. The cash-out price applicable to such intra-month cash-out transactions for cash out quantities that are in excess of 3% of deliveries shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from customer and 150% of Critical Period Price for cash-out purchases required of customer from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn customer during the business day prior to the day on which the Company projects customer will be in violation of the 6% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to customer in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on customers then cumulative imbalance.

## 3.21.6. Company shall not be obligated under any circumstances:

- (i) to deliver more gas to customer during any given day or month than it shall have received for the account of customer during said period ; or
- (ii) to receive or deliver during any given Day a total quantity of gas in excess of the MDWQ or MDSQ as applicable.

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3.21.7. Customer will be responsible for its allocable share of any incremental costs associated with Companys upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of customer, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve customer of its obligations under this rate schedule or the tariffs of Companys upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

3.21.8. At the end of each Service Month, remaining customer Imbalances to the extent the receipts do not equal deliveries under customers Agreement shall be cashed out. To the extent customer owes natural gas volumes to Company (deliveries exceeded receipts) customer will purchase said volumes at the applicable cash-out price described below. To the extent Company owes natural gas volumes to customer (receipts exceeded deliveries), Company will purchase said volumes at the applicable cash-out price described below. Overage Underage Imbalance Level The Company Pays Customer Customer Pays the Company From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% Overages in all tiers will be priced, using the applicable percentage, at the lesser of: Index (Inside FERC REGT East) or the Companys Cost of Gas Sold component. Underages in other tiers will be priced, using the applicable percentage, at the greater of: Index (Inside FERC REGT East) or the Companys Cost of Gas Sold charges under the Gas Supply Rate Rider.

3.21.9. The imbalances incurred due to customers reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range for the determination of the applicable cash-out price.

## 3.22. PREDETERMINED ALLOCATION

3.22.1. Should customer elect service under this rate schedule under more than one of the two supply options, such that gas delivered by Company at any single delivery point will involve supply under more than one of the two options, Company and customer shall enter into a predetermined allocation agreement (PDA). This PDA will establish the allocation of deliveries, which can be relied upon by either party in the conduct and performance under the Agreement. The method of allocation can be:

(i) ranked (order through the meter)

(ii) pro rata

(iii) fixed percentage

(iv) swing; or

(v) any other method to which both Company and customer agree. Each PDA shall be effective for at least one Service Month and shall remain in effect until superceded by a new PDA.

## 3.23. POOLING SERVICE

3.23.1 The Company shall make Pooling Service available to any party (hereinafter referred to as Pool Manager) that requests Pooling Service from Company when:

(i) Company has received, reviewed and accepted a credit application from Pool Manager, and Pool Manager has been deemed creditworthy.

(ii) Company and Pool Manager have executed a Pooling Service Agreement in the form acceptable to Company.

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(iii) Pool Manager has submitted formal documentation of agency for customers subject to aggregation under this service.  
 (iv) Pool Manager complies with all applicable provisions of this rate schedule. Pooling service shall be subject to interruption, in whole or in part, at any time, and shall be available subject to capacity constraints and operational and economic conditions.  
 3.23.2. Pooling shall consist of the aggregation of the Receipt Point(s) available to customers subject to the Pooling Service Agreement and deliveries made at Delivery Point(s) delivered subject to the Pooling Service Agreement. The Pool Manager, having documented agency authority, shall submit nominations and allocation information for all customers subject to the Pooling Service Agreement, to Company, in accordance with Part 3.20. Company shall not have any liability to a Pool Manager or customer as a result of Companys reliance on the performance of Pool Manager.  
 3.23.3. Imbalances in a Pool will be calculated by determining the difference between total aggregated receipts into the Pool and the total deliveries allocated out of the Pool to end users. Imbalance tolerances outlined in Part 3.21.5.A.,

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3.21.5.B. and 3.21.8. shall apply to the aggregated imbalance total, unless and until Pooling rights are interrupted for a specified period.  
 3.23.4. Imbalances incurred subject to Parts 3.21.5.A., 3.21.5.B. and 3.21.8. will be billed as specified in the Pooling Service Agreement. In the event that the Pool Manager fails to pay invoices, customer will remain liable for payment of all charges, as acknowledged in the Pooling Service Agreement. Should Pool Manager fail to pay invoices calculated at the aggregated level, upon default to the individual customer invoice, the invoice shall be recalculated at the individual customer level, without benefit of the aggregated tolerance.  
 3.24. WARRANTY OF TITLE  
 3.24.1. Customer shall have title to and shall warrant its title to all gas delivered to Company under the TSO of this rate schedule, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Customer shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Customer shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company`s facilities. Customers entering into Agreements as specified in Part 3.1.1. shall have the right to deliver volume for redelivery, available exclusively for customers own use. Such delivery rights shall not be resold to or shared with third parties.  
 3.25. ASSIGNMENT  
 3.25.1. Customer shall not assign the Agreement in whole or in part, nor shall customer agree to provide services to others by use of any capacity contracted for under the Agreement, without Companys prior written consent. In addition to all other rights and remedies, Company may terminate the Agreement immediately if it is assigned by customer or if customer subcontracts its transportation capacity to others without such prior consent, whether the assignment be voluntary or by



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operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

3.26. TRANSPORTATION

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REGULATIONS

3.26.1. With regard to all aspects of the transportation service, it is recognized that Company operates a local distribution system, and, accordingly, all provisions hereof having to do with transportation of gas and the charge therefor, including Company's obligation to transport gas at all, are subject and subordinate to the provisions of any certificates and rate schedules issued by or filed with the Commission or successor authority, as well as any and all local, state and federal laws, orders, rules and regulations, to the extent applicable to the transportation of gas by Company, as contemplated hereby. To the extent that any local, state or federal authorization and/or approval is required to provide such transportation service, Company will proceed with due diligence to seek to obtain same as and when necessary in such manner as Company considers to be appropriate, provided that due diligence will not obligate Company to accept conditions or rates otherwise unacceptable to Company.

3.27. UNACCEPTABLE QUANTITIES

3.27.1. Company shall have the right to refuse at any time, and from time to time, to receive at any receipt point or to deliver at any delivery point a quantity of gas that Company determines, in its reasonable judgment, to be unduly burdensome from an operating or administrative standpoint.

3.28. LIMITATION OF LIABILITY

3.28.1. In no event shall Company be liable (in contract or in tort, including actions based on claims of negligence) to customer or any other claimant for special, indirect, incidental, or consequential damages, including, but not limited to, lost profits and any part of the expense incurred in securing alternative services which exceeds the amount customer would have paid hereunder, resulting from Company's performance, nonperformance or delay in performing its obligations hereunder.

3.29. FACILITIES POLICY

3.29.1. Unless otherwise provided by Company's rates and policies or the applicable Agreement, when gas is connected to a new facility, customer will reimburse Company the cost of all facilities necessary to effect receipts or deliveries within thirty (30) days after receipt of Company's statement following completion of installation. This payment shall be non-refundable and accounted for by Company as a Contribution in Aid of Construction. The term facilities includes the pipeline, the connecting meter run, separator, regulator and all related facilities necessary to receive or deliver the gas in accordance with the provisions hereof. The term cost includes the cost of pipe, materials, equipment and other facilities, cost of right of way, and cost of installation and other related costs. Customer's payment to Company under this paragraph shall not operate to give customer any right, title or interest, in or to Company's facilities installed for the service and Company's said facilities shall be and remain the sole property of Company.

3.30. SALES SERVICE

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3.31.0. Company shall only be obligated to provide sales service to customer if and to the extent it is purchased and contracted for by customer pursuant to one of Company`s filed rate schedules. In those circumstances in which customer elects to purchase sales service offered by Company during periods of full or partial interruption of transportation service by customer`s upstream pipeline transporter, customer shall pay Company the total applicable cost of providing such emergency sales service.

3.31.

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Summit Utilities Arkansas, Inc.  
 Customer Rate Relief Rate Schedule

Applicable to all Sales Customers for the purpose of collecting and remitting customer rate relief charges as authorized by the Railroad Commission of Texas in accordance with Chapter 104, Subchapter I of the Texas Utilities Code and the Commission Financing Order issued in Docket No. OS-21-00007061.

(A) Abbreviations and Definitions

(1) Authority--The Texas Public Finance Authority, together with any successor to its duties and functions.

(2) Bonds or Customer Rate Relief (CRR) Bonds--The Texas Natural Gas Securitization Finance Corporation Customer Rate Relief Bonds, Series 2023 and any additional or different designation or title by which each series of Bonds shall be known as determined by the Issuer Entity.

(3) Ccf and Mcf - For Ccf, one hundred (100) standard cubic feet of gas, where one (1) standard cubic foot of gas is the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen point sixty-five (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit; and, for Mcf, 1,000 standard cubic feet of gas.

(4) Central Servicer--The entity engaged in accordance with the terms of the Financing Order to, amongst other things, engage the Participating Gas Utilities as collection agents for the purposes of facilitating collection and remittance of CRR Charges by Participating Gas Utilities, and perform the other services required of it under the Servicing Agreement (as defined in the Financing Order).

(5) Commission--The Railroad Commission of Texas, including its staff or delegate.

(6) CRR Charge True-Up Adjustment - A True-Up Adjustment (as defined in the Financing Order).

(7) CRR Charge True-Up Charge Adjustment Letter - A true-up adjustment letter substantially in the form of Exhibit 3 to the Financing Order.

GAS SERVICES DIVISION  
 GSD - 1 TARIFF REPORT

RRC COID: 475 COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

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**RATE SCHEDULE**

SCHEDULE ID

DESCRIPTION

(8) CRR Scheduled Adjustment Date January 1 and July 1 of each applicable year, provided that the CRR Scheduled Adjustment Date and any other deadlines or target dates related thereto, shall be subject to modification prior to the date of the Bonds so as to reflect the terms of the Servicing Agreement.

(9) Customer Rate Relief (CRR) Charge - A nonbypassable charge as defined in Tex. Util. Code 104.362(7).

(10) Financing Order - The order adopted under Tex. Util. Code 104.366 approving the issuance of CRR Bonds and the creation of Customer Rate Relief Property and associated CRR Charges for the recovery of regulatory assets, including extraordinary costs, related financing costs, and other costs authorized by the Financing Order.

(11) Gas Utility - Summit Utilities Arkansas, Inc. and its successors and assignees, an operator of natural gas distribution pipelines that delivers and sells natural gas to the public and that is subject to the Commission's jurisdiction under Tex. Util. Code 102.001, or an operator that transmits, transports, delivers, or sells natural gas or synthetic natural gas to operators of natural gas distribution pipelines and whose rates for those services are established by the Commission in a rate proceeding filed under Chapter 104 of the Utilities Code, within the service area. (12) Irrevocable - The Financing Order, together with the Customer Rate Relief Property as defined by Tex. Util. Code 104.362(8) and the CRR Charges authorized by the Financing Order, are irrevocable and not subject to reduction, impairment, or adjustment by further action of the Commission, except in connection with true-ups authorized by the Financing Order.

(13) Issuer Entity - Texas Natural Gas Securitization Finance Corporation, a Texas nonprofit public corporation established by the Authority, or any successor created pursuant to Tex. Govt Code 1232.1072.

(14) Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and any Participating Gas Utility or Successor Utility (as defined in the Financing Order) each of whose Normalized Sales Volumes exceed 2.0% of the total aggregate Normalized Sales Volumes among all Participating Gas Utilities. Any calculation performed in connection with the preceding sentence shall be made on the basis of the most recently reported Normalized Sales Volumes and such calculation shall be performed by the Central Servicer annually no later than one (1) month after Normalized Sales Volumes are reported as regularly scheduled under Paragraph H hereof; provided that the Commission and/or Central Servicer may perform such calculation without any limitation in order to give effect to any merger, acquisition, disposition, divestiture, spin-off or other transaction that would impact a Participating Gas Utility's share of the total aggregate Normalized Sales Volumes. The Commission or the Central Servicer shall promptly thereafter provide written notice to a

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Participating Gas Utility that subsequently becomes a Large Participating Gas Utility, which change shall take effective beginning on January 1 of the following calendar year.

(15) Nonbypassable - CRR Charges must be paid by all existing or future customers receiving service from a Participating Gas Utility or such gas utility's successors or assigns.

(16) Normalized Sales Volumes -

(a) For Large Participating Gas Utilities: All natural gas volumes projected to be billed for the upcoming twelve (12) month period in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated to calculate the CRR Charges.

(b) For other Participating Gas Utilities: All natural gas volumes billed in the preceding calendar year in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs and normalized according to the methodology utilized in each Participating Gas Utility's application filed in Docket No. OS-21-00007061, Consolidated Applications For Customer Rate Relief and Related Regulatory Asset Determinations In Connection With The February 2021 Winter Storm. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated in order to calculate the CRR Charges.

(17) Participating Gas Utilities - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; Rockin M Gas LLC d/b/a Bluebonnet Natural Gas LLC; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; SiEnergy, LP; Summit Utilities Arkansas, Inc., Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and Universal Natural Gas, LLC d/b/a Universal Natural Gas, Inc. or any Successor Utility (as defined in the Financing Order).

(18) Sales Customer(s) - All active customers taking service under a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs.

(B) APPLICABILITY

This rate schedule sets out the rate, terms and conditions under which the CRR Charge shall be billed and collected by Summit Utilities Arkansas, Inc. Rider Schedule No. 1 Part II, Incorporated and Unincorporated areas of Texarkana, Nash, Redwater, and Wake Village, respectively under the terms of the Financing Order.

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Each individual Sales Customer is responsible for paying the CRR Charge billed to it in accordance with the terms of this rate schedule. Payment is to be made by an individual Sales Customer to the Participating Gas Utility of which it is a customer. The Participating Gas Utility is obligated to apply amounts collected from customers to pay any outstanding CRR Charges prior to applying such amounts for any other purpose. The Participating Gas Utility, as collection agent, shall remit collections of the CRR Charges to the Indenture Trustee in accordance with the terms of the Financing Order and any servicing or other similar agreement that is contemplated by the Financing Order.

(C) TERM--This rate schedule shall remain in effect until the CRR Charges have been collected and remitted to the Indenture Trustee in an amount sufficient to satisfy all obligations in regard to paying principal and interest on the CRR Bonds together with all other financing costs, bond administrative expenses and other costs as provided in the Financing Order. This rate schedule and the CRR Charge are irrevocable and Nonbypassable.

(D) SALES CUSTOMERS--For the purposes of billing the CRR Charges, all Sales Customers of the Participating Gas Utility's in the Incorporated and Unincorporated areas of the cities of Texarkana, Wake Village, Nash and Redwater shall be assessed the uniform volumetric charge identified below.

(E) CRR CHARGE--The CRR Charge will be a monthly volumetric rate of

- \$0.00/Ccf @14.65
- \$0.00/Ccf @14.73
- \$ 0.00/Ccf @14.95

The CRR Charge is calculated in accordance with and subject to the provisions set forth in the Financing Order and will be adjusted at least annually based upon the CRR Charge true-up adjustment procedure. The CRR Charge shall be included in the Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. Participating Gas Utilities may reflect the CRR Charge according to the delivery pressures defined in Participating Gas Utilities' applicable tariffs. Such delivery pressure specific charges shall be equivalent to the CRR Charge as determined below at 14.65 per square inch, as defined above.

(F) Determination of Customer Rate Relief Charge--The CRR Charge will be adjusted no less frequently than annually, in accordance with the terms of the Servicing Agreement (as defined in the Financing Order), to ensure that the expected collection of CRR Charges is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the CRR Bonds and together with all other financing costs, bond administrative expenses and other costs, as provided in the Financing Order, on a timely basis. The CRR Charge shall be computed according to the formula described below.

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Step 1: Determination of Normalized Sales Volumes:

- (A) Total Large Participating Gas Utility Normalized Sales Volumes (Mcf)
- (B) Assumed % of uncollectible sales
- (C) Total Normalized Sales Volumes Billed and Collected: (A\*(1 - B))

For the avoidance of doubt, Normalized Sales Volumes are assumed to be calculated without giving effect to volumes anticipated from Participating Gas Utilities making up less than two percent (2.0%) of the total Normalized Sales Volumes of all Participating Gas Utilities.

Step 2: Determination of CRR Charge

- (D) Total CRR Charge Rate Revenue Requirement for Applicable Period
  - (E) CRR Charge per Normalized Sales Volumes (Mcf):(D / C)
- Thereof: CRR Charge for Sales Customers

(G) CRR CHARGE TRUE-UP

Changes to the CRR Charge will be effected through the filing of CRR Charge True-Up Adjustment Letters by the Central Servicer to the Commission as authorized by the Financing Order and in accordance with the Servicing Agreement. Not less than fifteen (15) days prior to each CRR Scheduled Adjustment Date and more frequently as required by the Central Servicer, the Central Servicer will submit the CRR Charge True-Up Adjustment Letter in the form of Exhibit 3 to the Financing Order to ensure that CRR Charge collections are sufficient to make all scheduled payments of CRR Bond principal and interest and meet other Ongoing Financing Costs (as defined in the Financing Order) on a timely basis during the payment period.

In addition to the foregoing, the Central Servicer shall be authorized to file CRR Charge True-Up Adjustment Letters with the Commission that adjust the CRR Charge more frequently (but not more often than quarterly) as required under the provisions of the Servicing Agreement (as defined in the Financing Order).

(H) CRR CHARGE TRUE-UP PROCEDURE

Summit Utilities Arkansas, Inc. shall annually file with the Commission and the Central Servicer by June 1 of each year its Normalized Sales Volumes; each Large Participating Gas Utility shall include projected volumes for each of the future twelve (12) months beginning July 1, and each other Participating Gas Utility shall include its Normalized Sales Volumes for the prior calendar year. Such filing and/or reporting may be more frequent to the extent required under the Servicing Agreement and applicable Collection and Reporting Arrangements. If Summit Utilities Arkansas, Inc. is a Large Participating Gas Utility, the Participating Gas Utility shall, upon the request of the Central Servicer, provide the Commission and the Central Servicer updated Normalized Sales Volumes for the succeeding twelve (12) month period no later than the fifteenth (15th) day following such request to allow the Central Servicer to make Interim True-Up Adjustments. Each Participating Gas Utility shall have the right to provide the foregoing information to the Central

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Servicer on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). The Central Servicer shall submit to the Commission and the Participating Gas Utilities, not less than fifteen (15) days prior to the CRR Scheduled Adjustment Date, a CRR Charge True-Up Adjustment Letter applying the CRR Charge True-Up Adjustment based on Normalized Sales Volumes and other mathematical factors and requesting administrative approval from the Commission as provided for in the Servicing Agreement. The Commission's review and approval of the True-Up Adjustment Letter shall be as set forth in the Servicing Agreement (it being understood such review is limited to determining if any mathematical or clerical errors are present in the application of the CRR Charge True-Up Adjustment relating to the appropriate amount of any over-collection or under-collection of CRR Charges and the amount of an adjustment).

If any CRR Charge True-Up Adjustment that is an Interim True-Up Adjustment is necessary, (i) the Central Servicer may request and the Large Participating Gas Utilities shall provide revised Normalized Sales Volumes for each of the immediately succeeding twelve (12) months and related data and (ii) within fifteen (15) days of receipt of such data, the Central Servicer shall file a revision to the CRR Rate Schedule in a True-Up Charge Adjustment Letter setting forth the adjusted CRR Charge to be effective for the upcoming period, in accordance with the Servicing Agreement. Summit Utilities Arkansas, Inc. shall have the right to provide such information on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). A CRR Charge resulting from a true-up adjustment will become effective on the first (1st) billing cycle that is not less than fifteen (15) days following the making of the CRR Charge True-Up Adjustment filing.

(I) TAXABILITY

The receipt of CRR Charges by a Participating Gas Utility is exempt from state and local sales and use taxes and utility gross receipts taxes and assessments and is excluded from revenue for purposes of franchise tax under Tex. Tax Code 171.1011.

**RATE ADJUSTMENT PROVISIONS**

None

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<b>CUSTOMERS</b>				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42392	N	Ccf	\$.0000	06/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.0000	06/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.0000	06/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.0000	06/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.0000	05/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.0000	05/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.0000	05/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.0000	05/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.0000	04/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.0000	04/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.0000	04/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.0000	04/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42394	N	Ccf	\$.0000	09/01/2022
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.0000	09/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.0000	09/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.0000	09/01/2022
<u>CUSTOMER NAME</u>	Nash, Environs			
42392	N	Ccf	\$.0000	11/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Environs			



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CUSTOMERS				
<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42393	N	Ccf	\$.0000	11/01/2022
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.0000	11/01/2022
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.0000	11/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.0000	10/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.0000	10/01/2022
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.0000	10/01/2022
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.0000	10/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.0000	02/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.0000	02/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.0000	02/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.0000	02/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.0000	12/01/2022
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.0000	12/01/2022
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.0000	12/01/2022
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.0000	12/01/2022
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.0000	01/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.0000	01/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			

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**CUSTOMERS**

<u>RRC CUSTOMER NO</u>	<u>CONFIDENTIAL?</u>	<u>BILLING UNIT</u>	<u>PGA CURRENT CHARGE</u>	<u>PGA EFFECTIVE DATE</u>
42394	N	Ccf	\$.0000	01/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.0000	01/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			
42392	N	Ccf	\$.0000	03/01/2023
<u>CUSTOMER NAME</u>	Texarkana, Environs			
42393	N	Ccf	\$.0000	03/01/2023
<u>CUSTOMER NAME</u>	Nash, Environs			
42394	N	Ccf	\$.0000	03/01/2023
<u>CUSTOMER NAME</u>	Redwater, Environs			
42395	N	Ccf	\$.0000	03/01/2023
<u>CUSTOMER NAME</u>	Wake Village, Environs			

**REASONS FOR FILING**

NEW?: N

RRC DOCKET NO: GUD 9345, OS-21-00007061

CITY ORDINANCE NO:

AMENDMENT (EXPLAIN):

OTHER (EXPLAIN): Filing to Comply with Financing Order OS-21-00007061.

**SERVICES**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>
B	Commercial Sales
<u>OTHER TYPE DESCRIPTION</u>	

**PREPARER - PERSON FILING**

RRC NO: 1312 ACTIVE FLAG: Y INACTIVE DATE:

FIRST NAME: Stephanie MIDDLE: LAST NAME: Hammons

TITLE: Asc Gn Cnsl, Sr Dir of Rg Afrs

ADDRESS LINE 1: 1400 Centerview Dr., Ste 100

ADDRESS LINE 2:

CITY: Little Rock STATE: AR ZIP: 72211 ZIP4:

AREA CODE: 501 PHONE NO: 377-4612 EXTENSION:

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CURTAILMENT PLAN

<u>PLAN ID</u>	<u>DESCRIPTION</u>
7455	<p>Curtailment Plan</p> <p>7.455 Curtailment Standards</p> <p>(a) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.</p> <p>(1) Balancing authority--The Electric Reliability Council of Texas or other responsible entity that integrates resource plans ahead of time, maintains electricity demand and resource balance within a balancing authority area, and supports interconnection frequency in real time for a power region in Texas.</p> <p>(2) Commission--The Railroad Commission of Texas.</p> <p>(3) Curtailment event--When a gas utility determines that its ability to deliver gas may become inadequate to support continuous service to firm customers on its system and it reduces deliveries to one or more firm customers. For the purposes of this section, an interruption of delivery or service to interruptible gas customers does not constitute a curtailment event. Prior to reducing deliveries to one or more firm customers, a gas utility interrupts deliveries to interruptible customers pursuant to mutually agreed upon contracts and/or tariffs.</p> <p>(4) Electric generation facilities--Facilities registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and or backup power systems.</p> <p>(5) Firm or firm deliveries--Natural gas deliveries that are described as firm under a contract or tariff.</p> <p>(6) Gas utility--An entity that operates a natural gas transmission pipeline system or a local distribution company that is subject to the Commission's jurisdiction as defined in Texas Utilities Code, Title 3.</p> <p>(7) Human needs customers--Residences, hospitals, water and wastewater facilities, police, fire, military and civil defense facilities, and locations where people may congregate in an emergency, such as schools and places of worship. A human needs customer also includes small commercial customers that cannot practicably be curtailed without curtailing human needs.</p> <p>(8) Interruptible or interruptible deliveries--Natural gas deliveries that are not described as firm under a contract or tariff.</p> <p>(b) Applicability. This section takes effect on September 1, 2022. This section applies when any gas utility experiences a curtailment event affecting intrastate service on any of its intrastate natural gas pipelines. When a gas utility experiences a curtailment event, the gas utility shall curtail deliveries according to the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailment plan pursuant to subsection (d) of this section. The curtailment priorities in this section apply to sales of natural gas owned by a gas utility and/or deliveries utilizing a gas utility's transportation capacity. The priorities in this section do not apply to sales of gas owned by an entity that is not a gas utility. The term "deliveries" in this section includes sales and/or transportation service.</p> <p>(c) Priorities.</p> <p>(1) Unless a gas utility has an approved curtailment plan pursuant to subsection (d) of this section, a gas utility shall apply the following priorities in descending order during a curtailment event:</p> <p>(A) firm deliveries to human needs customers and firm deliveries of natural gas to local distribution systems which serve human needs customers;</p> <p>(B) firm deliveries to electric generation facilities;</p> <p>(C) firm deliveries to industrial and commercial users of the minimum natural gas required to prevent physical harm and/or ensure critical safety to the plant facilities, to plant personnel, or the public when such protection cannot be achieved through the use of an</p>

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alternate fuel;

(D) firm deliveries of natural gas to small industrials and regular commercial loads that use less than 3,000 Mcf per day;

(E) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material cannot be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed;

(F) firm deliveries to large industrial and commercial users for fuel or as a raw material where an alternate fuel or raw material can be used and operation and plant production would be curtailed or shut down completely when natural gas is curtailed; and

(G) firm deliveries to customers that are not covered by the priorities listed in subparagraphs (A) - (F) of this paragraph.

(2) Deliveries to customers within the same priority on the portion of the system which is subject to curtailment shall be curtailed to the extent practicable on a pro rata basis according to scheduled quantities. If a customer's end-use requirements fall under two or more priorities, then such requirements must be treated separately when applying this schedule of priorities to the extent practicable. Transportation customers have equivalent end-use priorities as sales customers.

(3) When applying the priorities of this section, a gas utility may rely on the representations of its customers and/or their end users regarding the nature of customers' deliveries.

(d) Curtailment plans. Order 489 and any curtailment plan approved by the Commission prior to the effective date of this section is superseded by this section. A gas utility may file its own curtailment plan for approval with the Oversight and Safety Division. A gas utility shall follow the priorities listed in subsection (c) of this section unless and until the gas utility has an approved curtailment plan on file with the Commission. The first three priorities in any individual curtailment plan must be consistent with the first three priorities listed in subsection (c)(1)(A) - (C) and (2) of this section. A gas utility shall provide to its customers notice of an application for a curtailment plan. A gas utility shall provide notice on the same day the gas utility files its application with the Commission. The gas utility may provide notice by hand delivery, by first class, certified, registered mail, commercial delivery service, electronic methods, or by such other manner as the Commission may require. The notice shall be in the form prescribed by the Commission. The Oversight and Safety Division may administratively approve the curtailment plan if no request for hearing is filed within thirty days of such notice. The Commission shall set the matter for hearing if it receives a timely request for hearing from a customer of the gas utility.

(e) Required tariff filings. Within 90 days of the effective date of this section, each gas utility shall electronically file with the Commission, in the manner prescribed by the Commission, tariffs that shall include either:

(1) the curtailment priorities as specified in this section; or

(2) a curtailment plan approved by the Commission as specified in subsection (d) of this section.

(f) Curtailment emergency contact information. Each gas utility shall maintain current curtailment emergency contact information with the Commission and shall submit curtailment emergency contact information on or before November 1 of each year.

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LINE EXTENSION POLICY

POLICY ID	DESCRIPTION
1249	<p>VII. EXTENSION OF FACILITIES</p> <p>(A) SERVICE LINES AND CONNECTIONS</p> <p>(1) The Company will make, own and maintain all necessary connections with its street mains. Under normal construction conditions, the Company will install up to 100 feet of service line (up to one inch in diameter and capable of a delivery pressure of up to 60 psig) at no cost to the customer. In the event a service line exceeding the diameter and pressure requirements set forth above is needed, or in the event of abnormal construction conditions, such as solid rock, road crossings that require a bore, the need to bore under landscaping, etc., or in regard to the installation of excess flow valves, any additional costs incurred by the Company will be charged to the customer. The Company may waive these charges when it determines that it is economically justifiable to do so. The Company will own, maintain and specify the route of the piping. Access must be granted on customer's property for replacement or repairs of these facilities. The Company may at its option install a service cock and box. The meter location will be determined by the Company. The Company will also set and own the meter and regulator, but all other piping, connections, and appliances for the purpose of utilizing gas shall be furnished and installed by the customer at the customers risk and expense. Customer will pay the cost of any relocation of the Companys facilities that the Company may perform at customers request.</p> <p>(B) MAIN EXTENSIONS</p> <p>(1) Extensions from the Company's distribution lines, will be made under the following conditions and circumstances:</p> <p>(a) Subject to the availability of capital funds, the Company shall construct main extensions from its existing facilities to serve new customers where the cost of the Company's capital investment is economically feasible. Determination of whether a proposed extension is economically feasible shall be made through the use of an economic model that will take into consideration the following factors:</p> <ol style="list-style-type: none"> <li>(1) construction cost estimate</li> <li>(2) non-gas revenue</li> <li>(3) depreciation</li> <li>(4) incremental operating costs</li> <li>(5) any other factors relevant to economic feasibility of the project.</li> </ol> <p>(b) If it is determined that the Companys return on investment (ROI) on the proposed main extension will equal or exceed the Companys cost of funding capital projects, the extension will be made at no cost to the customer. If it is determined that the Companys ROI will be less than the Companys cost of funding capital projects, the customer shall be required to pay an amount sufficient to ensure that the Company is able to earn an ROI equal to its cost of funding capital projects. On such an advance, the Company may enter into an agreement with the customer to refund the customer contribution. Refunds will be based only on changes in the factors considered in the economic model under which the investment was originally made. The Company shall establish, when capital funds are available, such new distribution service where the Company will be reasonably assured of a sufficient number of customers and an annual revenue to justify the capital expenditure. The Company may, however, refuse to extend facilities in the event system design and/or operational considerations so dictate.</p> <p>(c) When the Company is requested to extend its distribution facilities to an area with existing potential users where no contributory capital is available, the Company has the option to provide the necessary capital in the amount equal to the necessary customer contribution to be recovered by a fixed daily surcharge rate applied to each customer account within the boundaries of the</p>

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project for up to five years\* or until the customer contribution is recovered by the Company, whichever comes first. Under this option, the Company will construct and finance the facilities and

recover the customer contribution, in addition to an appropriate interest (or finance charge) assigned to the capital required to fund the customer contribution, through the surcharge rate. If the

customer contribution is not recovered during the pay-back period, the remaining balance of the customer contribution (including interest or finance charge) will be added to and included in the

Company's overall rate base from that point forward. To insure sufficient customer commitment to each project, each customer will be required to sign an Extension Surcharge Agreement and may

be required to make a reasonable customer deposit prior to commencement of construction. Surcharge areas are defined as those areas served by the facilities to be constructed. After the initial

installation of facilities to serve the surcharge area, all subsequent connections which utilize mains from the original surcharge area installation will be subject to the same surcharge rate for the

remaining period of the surcharge agreement. \*Special conditions may warrant extending this period based on economic conditions.

(d) When new extensions from the surcharge area are requested, the person(s) requesting an extension from these facilities will be required to make whatever customer contribution might otherwise

be required for the extension under Part VII (B)(1)(b) and, in addition, will be subject to the surcharge rate for the remaining surcharge period.

(e) When a subsequent area requests service utilizing the facilities of an existing surcharge area, the following regulations will apply:

(1) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge area's surcharge rate would be in excess of the surcharge rate

applicable to the established surcharge area, the subsequent surcharge area will bear only the cost of their new facilities.

(2) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge rate is less than the surcharge rates applicable to the established

surcharge area, the subsequent surcharge area will bear a portion of the remaining unpaid customer contribution of the established surcharge area in addition to its own surcharge allocation as follows:

(2)(a)The cost of the mainline established for the existing surcharge area shall be shared by the subsequent surcharge area up to an amount equal to the existing area surcharge rate if their computed

surcharge is lower than the surcharge for the existing area. This shall be achieved by assigning an unamortized portion of the mainline investment which was required for the existing surcharge area to the

subsequent surcharge area in order to fairly equate the surcharges. The amount of investment cost assigned to the subsequent surcharge area will then be credited to the unamortized amount payable by

the existing surcharge area customers.

(2) The Company will not be required to enlarge its system of mains to meet the demand for gas of a prospective customer or to provide for an appreciable increase in the

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demands of a present customer,

unless in the judgment of the Company, a reasonable rate of return is assured as a result of the expenditure required.

(3) When the Company extends its main to serve new customers, the Company will extend its main, in a manner which, in its judgment, will be most advantageous for rendering service.

(4) Where the customer requires that his meter be placed in a particular location, the customer will be required to pay any additional cost that may result from compliance with the customers request.

(5) A standard Rural Gas Contract must be executed by each customer requesting a pipeline tap. The Company will not make or serve a tap on any federally certificated transmission line, unless, in the

judgment of the Company, a reasonable rate of return can be earned as a result of the expenditure required to construct the tap and serve the customer, without unreasonable consequences to other

customers. In addition, the Company will not make or serve a tap on any other transmission line, field gathering pipeline, or lines to wells which in the Company's opinion, presently contain or may in the

foreseeable future contain undehydrated gas, liquid hydrocarbons, sour gas, or gas that is otherwise not merchantable. The Company may discontinue service whenever it believes reliable service cannot

continue to be provided for any reason, including, but not limited to, water content of the gas furnished. In the event service is suspended or terminated because the Company cannot or believes it cannot

continue to provide safe and reliable service, the Company will be under no obligation to compensate the affected customer(s) for such loss of service. + EXTENSION SURCHARGE AGREEMENT The

undersigned promises to pay to Summit Utilities Arkansas, Inc., a surcharge on his/her/their/its monthly gas bill in consideration of the Company's extension of its facilities into the surcharge area in which

the undersigned resides. The surcharge amount will be \$\_\_\_\_\_ per month. The surcharge will be applied to all monthly billings to the undersigned for a \_\_\_ year period or until the Company recovers

the required customer contribution for the surcharge area, whichever comes first. The surcharge amount will appear as a separate line item on the undersigned's bill. The terms of this Extension Surcharge

Agreement shall be subject to the provisions of the Companys rates and policies.

\_\_\_\_\_ Accepted this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Summit Utilities Arkansas, Inc. By \_\_\_\_\_ VIII.

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QUALITY OF SERVICE

<u>QUAL_SERVICE_ID</u>	<u>DESCRIPTION</u>
QoFS	<p>I. APPLICATIONS FOR OR DISCONTINUANCE OF SERVICE</p> <p>(A) The Company shall require all customers to execute a deposit-service agreement upon application for gas service or upon the filing of a petition for relief under the United States Bankruptcy Code. Such agreements are not transferable. All customers accepting gas service from the Company shall be subject to the rules, regulations and rate schedules applicable. (B) When gas service is inaugurated or transferred from one location to another, at a location where there is an existing meter installation, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of \$48.00. When gas service is inaugurated or transferred from one location to another, at a location where a meter must be installed, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of \$62.00 (C) When a customer requests the initiation or restoration of service which requires overtime work after normal daily working hours or on weekends and holidays, the customer will be advised of an additional charge which will be based on actual overtime costs involved. An overtime charge shall not apply to work required through no fault of the Customer. (D) No customer may temporarily discontinue service and thereafter request restoration and continuation of service under his old service agreement but must execute a new agreement. If service is discontinued at the request of the customer and service is suspended during all or a portion of the non-heating season and thereafter restored at the same location for the same occupant, a reconnect charge will become due and payable when service is restored. This charge will be computed on the basis of the applicable customer charge for each month or fraction thereof that service is discontinued. Such charge shall be in addition to the regular service initiation fee of \$48.00 at a location where there is an existing meter installation or \$62.00 at a location where a meter must be installed or reconnection fee of \$37.00. Any commercial or industrial customer who discontinues service for any period of time must be considered a new customer for State and Federal regulatory policy purposes when application is made for restoration of service. (E) The company will not accept orders to discontinue service other than from the person in whose name the account is billed. (F) The Company may turn on service after normal daily working hours, or on weekends and holidays, in emergency situations requiring immediate initiation of service. When this service</p>



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is offered, the customer will be assessed an additional charge of \$27.00. An after-hours charge shall not apply to work required through no fault of the customer.

## II. CUSTOMERS FACILITIES AND EQUIPMENT

(A) Gas should be used only in appliances designed for use with natural gas, in compliance with all applicable manufacturing specifications. Vent pipes must be used on water heaters, cook stoves, enclosed type space heaters, or other appliances designed to be vented. (B) The customer shall provide a system of piping within his premises for connection to gas appliances. Customers piping system will be installed and maintained in compliance with all federal, state and local laws, codes and regulations. Customer shall provide an above-ground delivery point in a suitable location, unless otherwise specified by the Company. For SCS and LCS customers, vehicle access for meter testing purposes must be provided. The normal gauge pressure, at which gas will be supplied through the Company's meter to the customer's piping, will be as defined in XVI(A). (C) The Company under previously existing regulations has provided service through one master meter to private distribution lines for multiple federal, municipal, or private housing projects and mobile home parks, and has in some cases provided individual meters for such facilities. Bills will be rendered on an individual basis to the individual metered customers, but the customer(s) owning the private distribution line or being served by the private distribution line will be responsible for payment of any differences between gas delivered through the master meter and gas delivered through the sum total of individual meters. All such construction within the above mentioned projects and mobile home parks must meet the requirements of all federal, state and local piping laws before the Company will connect the customer.

## III. REFUSAL TO SERVE CUSTOMERS

(A) The Company may decline to serve a customer or prospective customer until he has complied with the state and municipal regulations governing the service applied for and the reasonable rules and regulations of the utility. (B) Until adequate facilities can be provided, the Company may decline to serve an applicant for service or to change materially the service of any customer, if, in its judgement, 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. (C) The Company may refuse to serve a customer if, in its best judgment, the customer's installation or equipment is regarded as hazardous or of such character that satisfactory service cannot be given. (D) The Company may refuse to serve individual mobile homes and house trailers if the trailer does not have a firm foundation

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which will not permit it to rock or move thereby cracking or parting the connecting pipe or facilities. None of the weight of the trailer may be carried on the wheels or springs. All piping and appliance installations in trailers must be made in compliance with applicable laws, codes, and ordinances governing such installations. (E) The Company may decline to serve any applicant who is indebted to the Company for gas utility service; provided, however, that in the event the indebtedness of the applicant for service is in dispute, 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 the deposit until repaid at the rate prescribed by law or order of the Commission. (F) 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 gas utility service for the customer at other premises.

#### IV. DISCONTINUANCE OF SERVICE

Subject to Commission rules suspending disconnection during an extreme weather emergency (7.460):

(A) The Company reserves the right to shut off the gas at any time and to remove its property from the premises for any of the following reasons:

- (a) for tests or repairs
- (b) for non-payment of bills for gas utility service when due, after required notice has been given
- (c) for incorrect representation of facts in application for service, after required notice has been given
- (d) for failure to make or increase the cash deposit when required by the Company, after required notice has been given
- (e) for reselling gas in violation of the Company's Standard Rules and Regulations, after required notice has been given
- (f) for placing or permitting the placing of any bypass around any meter or service line; or for tampering; or permitting tampering with same
- (g) for permitting pipes, or appliances owned or used by the customer to leak or otherwise permit the escape or waste of gas, after required notice has been given
- (h) for failure to comply with the Rules and Regulations of the Company, after required notice has been given
- (i) failure to pay the applicable connect charge, after required notice has been given
- (j) on order of municipal authorities having jurisdiction; or
- (k) when checks received from customer for amounts past due or for the required deposit are repeatedly not honored when presented to the bank for payment, then service may be discontinued without advance notice.

(B) 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 diligently tried to induce the customer to comply with its rules and regulations, or to pay amounts due the Company. Service may be discontinued after five (5) days written notice shall have been given to the customer by the Company in the

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manner provided for in Paragraph IV (d). Prior notice of disconnection shall not be required for fraudulent, negligent, or unlawful use of the commodity or service detected, or where a dangerous condition is found to exist on a customer's premises. (C) The customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service; provided, however, that payment at Company's office within four hours of the time of actual disconnection or turning off of service shall not affect the right to disconnect or turn off service for non-payment. Whenever the Company dispatches an employee to the premises of any customer for the purpose of discontinuing service for non-payment, and such payment arrangements are made that do not result in actually disconnecting or turning off of service, a fee of \$16.00 shall be added to and collected as a part of such delinquent account to cover, in part, the cost to the Company of dispatching such employee to the customer's premises. A \$15.00 charge may also be added to an account and collected to recover cost for reprocessing any check that has been returned to the Company by the bank by reason of insufficient funds on deposit. Whenever service has actually been disconnected on account of the failure of the customer to pay such delinquent account, or for any other reason without fault of the utility if the customer desires the service to be reconnected, the Company shall require the customer to pay a reconnection charge of \$37.00. (D) Notice of delinquency shall be construed to be given to the customer when a copy of such notice is left with such customer, or left at the premises where service is required, or posted in the United States mail addressed to the customer's last known post office address except as specified in (h) and (i) below. (E) The Company shall not be liable for any damage to persons or property resulting from the discontinuance of gas service after having given the required notice. Arrangement satisfactory to the Company for the continuance of service on account of serious illness or other causes shall be made by the customer prior to the expiration of the notice period. (F) When, at the customer's request, the Company changes the location at which service is rendered the gas consumed at the new and old locations, for the purposes of billing, shall be combined. The change of the location to which service is rendered shall not be deemed to affect the rights of the Company with regard to the application of deposit or discontinuance of service for non-payment of the account. (G) The fact that the Company has a cash deposit from a customer shall not in any manner affect the right of the Company to discontinue service to that customer for the non-payment of amounts past due regardless of the fact that the deposit is in excess of the amount past due. (H) Termination of service to Elderly Persons, Handicapped Persons, and Persons with Serious Illnesses

(1) Definitions

(a) Elderly. An elderly person is any residential customer aged 65 or older whose total gross income is less than or equal to the median income for Texas families categorized as 65 years and over in Table 19A or successor tables reported in Consumer Income: Money Income and Poverty Status in 1975 of Families and Persons in the United States and the South Region, By Divisions and States (Spring 1976 Survey of Income and Education by the Bureau of Census of the United States Department of Commerce, as most recently published.

(b) Handicapped. A handicapped person is any residential customer:

(i) who has any permanent severe physical or mental impairment which substantially limits his ability to pay for utility service; and

(ii) who is certified as being physically or mentally disabled by a physician,

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licensed psychologist, by the United States Veterans Administration, the Social Security Administration, the appropriate governmental agency, or a local regional mental health center.

(c) Serious illness includes serious injury not amounting to a handicap.

(2) Special Provision for the Elderly and Handicapped Each utility shall file with the Commission, for its approval, procedures the utility will follow to insure the protection of elderly and handicapped customers. In addition, each utility shall keep records of all delinquent accounts of elderly or handicapped customers and the disposition of these accounts. Protection procedures shall include:

(a) Identification of eligible households.

(b) Personal contact by telephone or in person by utility personnel to arrange installment of deferred payment of any delinquency.

(c) Notification of right to third-party notice before termination of service.

(d) Assistance to customers wishing to make arrangements with state or local social service agencies for payment for service. The procedures may require elderly and handicapped persons to disclose information and furnish documents in connection with the status claimed on an annual basis. If a customer provides false information

to the utility in order to claim an exemption under this Rule, it shall be grounds for termination. Customers establishing eligibility to claim an exemption as elderly or handicapped

shall be presumed to retain this status for one (1) year after the date eligibility is established. Eligibility related to income level and ability to pay for utility service shall be reestablished annually.

(3) Delay of Termination on Grounds of Serious Illness

(a) A utility shall postpone termination of service to a residential customer, or reconnect previously terminated service, for a reasonable time up to thirty (30) days if the customer presents a certificate from a physician stating it is likely that termination of service will either aggravate a serious illness or give rise to a substantial risk

of death or a grave impairment of the health of the customer, of a member of the customer's family, or of another permanent resident of the premises where service is rendered. The certificate shall identify the medical emergency, specify the effect of termination of service, and specify the time during which termination of service will aggravate the illness. The utility may, at its expense, obtain an additional medical report or certificate from a physician of its choice and may rely on that opinion and in reliance on that opinion terminate service five days after mailing an additional notice of termination to the customer. Failure of customer without good cause to attend the company-scheduled medical appointment shall be sufficient reason for termination of service by the utility. A customer, his physician, or a nurse, nurse practitioner, physician's assistant, or a public or private agency providing physical or mental health care services may notify the utility of a serious illness in person, by telephone, or by letter. The customer shall have seven (7) days from the date of notification to present the certificate. Notice by telephone shall be subject to verification by the utility.

(b) The thirty-day postponement may be extended one time by renewal by notice as above and renewal of the certificate by a physician as above.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(4) Delay of Termination for Elderly and Handicapped Persons

(a) Residential utility service shall not be terminated and, if previously terminated

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shall be reconnected, during the months of November through March for elderly and handicapped customers of the utility, provided that service may be terminated if such customers fail to pay at least one-half of the amount billed for service either as they fall due or pursuant to

delayed payment agreement. Any balance due for service during these months shall be made in the months of April through October in installments agreed upon by the customer and the utility. If, during the months of April through October, a customer fails to pay the deferred balance due for service from November to March, the utility shall not be obligated

to refrain from terminating or to reconnect service during the next November through March time period. Residential gas air condition service to such customers shall not be terminated

on a day when the National Weather Service forecasts between 5:00 a.m. and 8:00 a.m. a maximum temperature for that day of 95 degrees Fahrenheit, or higher.

(b) At least 72 hours prior to the proposed termination of residential service to an elderly or handicapped person, a utility shall personally contact the customer, a person living in this

household, or any other person or agency designated by the elderly or handicapped person to receive notice in person or by telephone during the utility's normal, working hours or between 9:00 a.m. and 4:00 p.m. on Saturdays and holidays that termination of service is imminent and that steps can be taken to avoid termination. This notice shall include an explanation of the procedures available under this or other applicable rules. If none of these parties is contacted on the first attempt, a second attempt shall be made and may take place between 6:00 a.m. and 10:00 P.M.

(c) Continuation or reconnection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

(I) Notice of Termination to Tenants

(1) For the purposes of this rule, landlord means the owner, agent, manager, or lessor of premises intended primarily for residential use for which he receives lease or rent payments which include amounts for utility service.

(2) Each utility shall file with the Commission procedures for identifying accounts where service is rendered at an address different from the mailing address of the bill. Such procedures

may include requiring landlords to identifying themselves as such and to identify their tenants by name, address, and account number. Absent such identification, the utility shall not be

required to treat a customer as a tenant unless it has actual knowledge or information that reliably indicates that the person to whom service is rendered is a tenant.

(3) The utility shall not disconnect service to such an account for nonpayment of the bill until the following actions have been taken:

(a) When a termination notice has been sent to the landlord, if no response is received by the utility within seven (7) days, notice shall also be sent to the affected tenants or shall be

posted in conspicuous locations such as near mail boxes, building entrances and exits, and other areas of common usage.

(b) If a landlord fails to pay for service to a tenant a utility shall not terminate service to the tenant until at least thirty (30) days have elapsed from the date of the delinquency, and, after

being notified of the delinquency the tenant has not paid for service provided after the date of notification or made arrangements with the utility to do so.

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(c) Where feasible the utility shall offer the tenant the opportunity to apply for service in his own name. If such service is not feasible or if the tenant declines to apply for such service, the

utility may terminate service. If the tenant chooses to take service in his own name, termination shall thereafter be governed by other appropriate provisions of this rule.

(d) Where premises are master-metered and a tenant and the utility are unable to agree upon payments to be made by the tenant for service, the utility shall petition the Commission for

an immediate informal resolution or formal hearing to resolve the dispute.

(4) A utility shall not attempt to recover from a tenant or condition service to a tenant on the payment of any amounts owed by the landlord to the utility.

#### V. CUSTOMER DEPOSITS

(A) The Company may require, with each service application from any customer or any prospective customer, a cash deposit to guarantee payment of bill. This required deposit shall not exceed an amount equivalent to two estimated average bills when payment is due after the service is rendered. The Company shall pay interest on the deposit at the rate prescribed by law or order of the Commission. When service is discontinued by the Company for any reason other than for repairs, the Company may apply such deposit to the payment of all charges authorized under these Rules and Regulations. Interest will not accrue on deposits when they become inactive. The Company shall pay interest on deposits annually in January of each year and upon return of the deposit to the customer.

(B) Interest shall not accrue on any cash deposit after the date the Company has made a bona fide effort to return such deposit to the depositor. The Company shall keep in its records evidence of its efforts to return such deposit.

(C) A new or additional deposit may be required upon reasonable written notice of the need of such a requirement in any case where a deposit has been refunded or is found to be inadequate as above provided for, or as provided by the applicable provisions of the Commission's Rules, as they may be in effect from time to time. The service of any customer who fails to comply with these requirements may be disconnected upon five (5) days' written notice.

(D) All charges authorized under these Rules and Regulations shall be due and payable on the same terms and conditions as charges made for gas service and the same procedure for discontinuance of service for such charges may be applied against refunds, if any, due on the customer's deposits.

(E) Upon the filing of a petition for relief under the United States Bankruptcy Code, the customer will be required to provide a cash deposit in an amount not to exceed two times the maximum estimated bill for the service location.

#### VI. BILLING

(A) Gas supplies will be charged for from the time of turn on until the Company discontinues the supply. Failure on the part of the customer to properly notify the Company when their responsibility for the payment for gas at a premises ceases, shall not relieve the customer from the obligation of paying all bills accruing up to the time proper notification is received by

the Company. The customer shall pay for all gas passing through the meter, whether the same be used or wasted through leaks in pipes, apparatus, or otherwise and shall be bound by

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the true reading of the meter, provided it is in good repair and working order.

(B) Bills rendered for service for less than the standard monthly billing period shall be calculated as follows:

(1) Where meter reading indicates no consumption and the period involved is less than fifteen (15) days, no charge will be made. If the period involved is fifteen (15) days or more,

applicable monthly minimum will be charged.

(2) Where meter reading indicates any consumption, regular rate schedules will apply, regardless of period involved. Meter will be read to the nearest hundred cubic feet and bills computed on this basis.

(3) Where customer changes location within the same distribution plant, the consumption at both locations will be combined for the monthly billing.

(C) All customers of Company which are either, (1) sixty (60) years of age or older and depend upon a pension or Social Security check as their primary source of income, or (2) are dependent solely upon a disability income, regardless of age, are eligible to participate in the Company's FLEX-DATE Payment Plan. Such Plan will extend the due date for payment to the earlier of: (1) twenty-five (25) days after the current month's bill date, or (2) three (3) work days before the next month's bill date. Only the extended due date provided by FLEX-DATE

will appear on eligible customers' bills. In addition, the Company will waive any otherwise applicable late penalty. Customers shall become Plan participants either upon telephone or form

notification to Company, and their participation will be effective for each month of each calendar year thereafter.

(D) Monthly statements will be delivered to the location at which gas is supplied, by an employee of the Company, or posted in the United States mail, unless the customer has directed the

Company in writing to send statements to another address. The terms Delivered or Rendered shall not be construed as an obligation on the part of the Company to deliver or render statements

to the customer in person, or to other occupants of the premises. Duplicate copies of statements will be furnished upon request, and failure to receive statements for any reason whatsoever,

will not entitle customer to further time to pay account, or to a continuation of gas supply if account is over due.

(E) Customers whose facilities are located on pipeline taps which are not centrally odorized will receive monthly statements based on the customers reading of the meter. If the meter is not

read by the customer, bills will be estimated. The Company will read these meters at least every six (6) months and the difference between the customer readings or the estimated consumption

will be billed or credited to the customer's account.

(F) A residential apartment shall be defined as a room or group of rooms which contain a sink and/or cooking facilities and shall be considered a separate apartment for metering and billing purposes.

House trailers shall also be considered separate apartments for metering and billing purposes.

(G) Individual residential customer premises shall be metered and billed separately even if under common ownership, and combined metering or billing shall not be permitted. Commercial and

industrial premises shall be considered separate when not on the same tract or contiguous

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tracts of land, or when each is a complete unit not physically integrated with, or essentially a part of,  
the other or others, and each renders a complete service or produces a finished product. Tracts of land separated by public streets, roads or alleys shall be considered non-contiguous tracts.

(H) The commercial rate schedule of the Company will be applied to the gas used in two or more individual flats or apartments in a dwelling which was originally constructed as, or which has been converted into, a multiple-family building and where the owner has not elected to separately meter the gas used in each individual flat or apartment. Rooming houses without cooking facilities, tourist homes for transients and hotels will be metered and billed as single unit on the commercial rate.

(I) The Company may make a charge of \$5.00 for any special meter reading which it is called upon to make other than on the regular reading date. Where interim meter readings are furnished the owner of premises the Company accepts no responsibility as to the distribution of the monthly bill as between tenants.

(J) Claims for error in statements rendered should be made by the customer as soon as discovered; if the claim is found to be meritorious, the Company will make proper adjustment on the Customer's subsequent bills, or make refund to the customer within a reasonable time.

(K) The Company shall make a test of the accuracy of registration of a meter upon request of a customer. Except as otherwise provided in these rate schedules, if such test shows the meter to be slow or within the tolerance limit as to accuracy of registration, the customer may be required to pay a charge of ten dollars (\$10.00) for each test so made. If the test shows the meter to be fast and in excess of the tolerance limit of accuracy, such test shall be made at the expense of the Company and an adjustment shall be made with the customer. If no such test has been performed within the previous four years for the same customer at the same location, the test is to be performed without charge.

(L) In case a meter ceases to register, the quantity consumed will be estimated from the amount consumed during the corresponding period for the previous year, giving due consideration to weather and other pertinent factors, or by such other method that will be equitable.

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## VIII. GENERAL

The customer shall use the gas delivered by the Company for his purposes only. The customer shall not, under any circumstances, resell or share with others any gas delivered by the Company. No changes, extensions, or replacement of service lines shall be made without the written consent of the Company. No extension whatsoever of customer owned piping shall be made for the purpose of supplying gas to adjacent property, or other person or concerns residing or operating on the premises of the customer. The foregoing natural gas resale prohibition shall not apply to distributors selling compressed natural gas as a motor vehicle fuel. The authorized agent of the Company shall have the right and permission to enter upon the premises of the customer to inspect or test lines, and appliances, to read, change or remove the meter, to turn on and shut off the gas, or to perform other related functions. This right shall not be construed as placing any responsibility on the Company to inspect and test the lines or equipment of the customer. No structures shall be erected over the Company's gas lines. In the event any such structure is erected, the customer will be



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provided the option of either removing the structure or paying the Company the cost of relocating the gas line, including the cost of obtaining alternative easements, if required. The place of delivery of all gas purchased shall be at the outside wall of the first structure being served if the Company has installed or replaced the service line to that point. In all other cases, the place of delivery of all gas purchased shall be at the point of connection to the customer's service line from which point all gas delivered shall become the property of the customer, who shall thereafter be responsible for its passage through the meter and for all damage caused by said gas. The Company shall have no responsibility for any act or omission, and shall have no liability from any cause, downstream of delivery. In case the supply of gas should fail, whether from natural causes, bursting of pipes or accident in any way, the Company shall not be liable for damages, whether direct, special, continuing, exemplary, presumptive, incidental, indirect or consequential, including without limitation, loss of profits, loss of revenue, or loss of production capacity by reason of such failure. The Company shall not be liable in damages for any act or event that is beyond the Companys control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, arrests, wars, blockades, insurrections, riots and epidemics, landslides, lightning, earthquakes, fires, storms, floods and washouts, priority limitation or restraining orders of any governmental authority and civil disturbances, explosions, breakage, accidents, tests, maintenance or repair to machinery, equipment, lines of pipe or other facilities; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits; and any other causes whether of the kind herein enumerated or otherwise. Meters and pipes are likely to freeze in cold weather, and it shall be the duty of each customer to protect the pipes and the meter or meters from the action of the elements. These Rules and Regulations are made a part and condition of all rate schedules of the Company and all customers served under such schedules shall be subject to these Rules and Regulations. These Rules and Regulations are in addition to Rules and Regulations now established by the Regulatory Body having jurisdiction over these matters.

## IX. STATE AND MUNICIPAL TAXES

Whenever the State or a municipality imposes upon the Company any sales privilege, occupation, meter, or other special tax, except ad valorem taxes, the Company shall pass the tax on to customers within the jurisdiction of the taxing authority in accordance with provisions set forth in such tax law or ordinance.

## X. LEVELIZED PAYMENT PLAN

A. Residential customers and small commercial customers having less than 500 MMBtu annual usage may have the option of participating in the Levelized Payment Plan (LPP) for billing purposes as opposed to the normal billing procedure.

B. Operation of the Levelized Payment Plan Under the LPP a customer's bill will be computed by averaging to the nearest dollar, the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent

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twelve months historical volumes. The average bill amount thus derived will be the monthly payment amount for each of the succeeding six months. Actual billings will continue to be based upon the applicable rates and meter readings obtained to determine consumption. The amount due under the LPP will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be reflected on the bill as a memo item for the customer's information. The cumulative difference between actual billings and the levelized billings under the LPP will be carried in a deferred balance that will accumulate both debit and credit differences. The monthly payment amount will be automatically reviewed and adjusted six months after the anniversary date. This adjustment will be made to assure that the difference between actual payments and average payments under the LPP will be minimal. The new LPP payment amount will be computed by averaging the sum of the most recent six months actual billings and a projected amount for the next six months. The projected amount will be derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent year's historical volumes for the corresponding months. This amount will be rounded to the nearest dollar and will be the monthly LPP payment amount for the next six months. On the initial and subsequent anniversary dates a new levelized payment amount is calculated by averaging to the nearest dollar, the amount of the deferred balance and the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent twelve months historical volumes. This new LPP amount will then be in effect until the time of the next six-months review. On each subsequent anniversary date a new levelized payment amount will be calculated in this manner. In such instances where sufficient billing history is not available, a twelve-month billing history will be estimated by the local office. The estimated history will be based on actual billings for those months in which actual billing data is available and estimated based on the service address or a similar location for those months in which no such actual billing is available. Participation in the LPP will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's actual monthly billing.

C. Customer Qualification for Levelized Payment Plan No additional customers shall be added to the LPP. The Company will, however, maintain the LPP for those customers participating in the LPP. Customer may discontinue LPP at any time by notifying the Company. If a customer requests termination, if an account is final billed, or if the customer is suspended by the Company as a result of past due amounts on an account, any outstanding balance owed to the Company at the time, including any differences between billings under the LPP and billings which would have been rendered under normal billing procedures shall be immediately due and payable. Likewise, any credit due customer shall be applied to the next bill or refunded, as appropriate.

#### XI. EXTENDED ABSENCE PAYMENT PLAN

(A) The following options are available to residential customers to avoid suspension of service during any extended absence over one (1) month:

(1) Bills due during the customer's absence may be paid in advance. The amount of the payment will be based on the prior year's corresponding usage based on current rates. Any over or under payment by the customer will be applied to the customer's next bill when he

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returns. A delayed payment agreement will be available for underpayments.

(2) The customer will be given the opportunity to enroll in the Company's automatic bank draft program. The monthly bill will be paid automatically through the customer's checking or savings account.

(a) This option may be utilized by the customer in conjunction with the Company's Average Monthly Billing (AMB), which establishes the monthly bill amount for customer's

budgeting purposes during the absence.

(3) The customer can arrange to have bills coming due mailed to an alternate address, or to a third party during the absence.

(a) Third-party notification does not imply the third party will be responsible for the bill. Normal suspension of service rules will apply in the event bills are not paid.

(B) The customer must notify the Company in order to take advantage of any of these extended absence payment plans.

## XII. AVERAGE MONTHLY BILLING

(A) Residential customers have the option of adopting the Average Monthly Billing plan (AMB) for billing purposes as opposed to the normal billing procedure.

### (B) OPERATION OF THE AVERAGE MONTHLY BILLING

(1) Each month, under the AMB a customer's bill will be computed by averaging to the nearest dollar, the amount billed to the customers account during the last 12 months, plus or minus one-twelfth of the deferred budget balance. The average bill amount thus derived will be the payment amount for the month.

(2) Actual billings will continue to be based upon the appropriate rate schedules, riders, tax factors, and meter readings used to determine consumption. The AMB amount will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be shown on the bill as a memo item for the customer's information.

(3) The cumulative difference between actual billings and the AMB billings will be carried in a deferred budget balance that will accumulate both debits and credits and will adjust

monthly.

(4) The monthly payment amount will be automatically reviewed and adjusted each month.

(5) In such instances where sufficient billing history is not available, a twelve month billing history may be estimated.

(6) Participation in the AMB will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's actual monthly billing.

### (C) CUSTOMER QUALIFICATION FOR AVERAGE MONTHLY BILLING PLAN

(1) The AMB shall be made available to residential customers. The AMB is optional and will be available only on customer request, after an appropriate application for the AMB is completed, submitted and approved by the Company.

(2) At the time a customer chooses to participate in the AMB, his account must be current. This means that the current billings must not be past due and no unpaid balance exists.

(3) The customer may discontinue the AMB at any time by notifying the Company. The AMB will be discontinued if the customer requests a disconnect, if the customer is delinquent

30 or more days, if an account is final billed, or if the customer is turned off for non-payment as a result of past due amounts. Any outstanding balance owed to the Company at

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the time,

including the deferred balance, will be due immediately. A delayed payment plan may be available to qualifying customers. Likewise, any credit due customer shall be applied to the next

bill or refunded, as appropriate.

XIII. PROVISIONS FOR LANDLORDS AND TENANTS

(A) LANDLORD/TENANT ACCOUNT IDENTIFICATION

(1) The following procedure is used by the Company to identify landlord/tenant accounts:

(a) New service applicants are questioned during the initial application to determine if a landlord/tenant relationship exists.

(b) If Company personnel determine a landlord/tenant relationship exists, then the account will be coded accordingly.

(1) The landlord may be contacted to confirm tenant information.

(c) Company personnel may review landlord/tenant accounts periodically to verify landlord/tenant status.

(d) The Company will not be liable for any damage to persons or property resulting from the failure to properly identify a landlord/tenant account.

XIV. MINIMUM HEATING VALUE FOR GAS

(A) The average heating value for gas delivered to customers shall not be less than 975 Btu per cubic foot at 14.73 psia and 60 degrees Fahrenheit.

XV. BASE OR ABSOLUTE GAS PRESSURE

(A) The established absolute pressure base for all deliveries shall be 14.73 psia.

XVI. NORMAL GAUGE PRESSURE FOR GAS

(A) The normal gauge pressure for all deliveries shall be .33 pounds gauge pressure per square inch above 14.4 assumed atmospheric pressure.

XVII. LEAVE ON AGREEMENT

(A) Pursuant to owner/managers request and upon completion and approval of a Leave on Agreement as provided on sheet numbers 36 through 39 herein, the Company agrees to continue to sell and deliver natural gas service to owner/managers rental units identified in the Agreement and the owner/manager agrees to pay Company for all gas service and charges provided for in the Agreement, subject to the terms and conditions of the Agreement.

LEAVE ON AGREEMENT FOR NATURAL GAS SERVICE

This contract and agreement (hereinafter called the Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Summit Utilities Arkansas Inc., (hereinafter called Company) its successors and assigns, and \_\_\_\_\_, (hereinafter called Customer). Customer represents that it is the owner/manager of the residential or commercial property identified on

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Attachment A hereto (said property being hereinafter referred to as the rental property), and that the terms and provisions of this Agreement are intended to cover and pertain to said rental property, consisting of a total of \_\_\_\_ rental unit(s).

Article I

Customer hereby requests that Company continue to sell and deliver natural gas service to each of the rental units identified above during any period of time subsequent to the closing of an account for service to a tenant or occupant of any of such rental units, or to the discontinuance or termination of service to any such rental units for any reason whatsoever except

the nonpayment of utility bills by either the tenant or customer, and prior to the opening of an account for service to a new tenant or occupant of such rental unit. Customer agrees to be responsible for payment of all charges for gas service provided to any and all rental units covered by this Agreement during the aforesaid period of time.

Article II

A. Company agrees to waive the connection charge on all units identified on Attachment A, provided the gas service is transferred directly to the Customer without interruption. It is understood and agreed to by the Customer that the normal connection fee as approved by the appropriate regulatory authority will apply on units where a service interruption has occurred.

B. Customer agrees to pay Company for all gas service and charges provided for in this Agreement in accordance with all rates, tariffs, schedules and charges which have been approved

by the prevailing regulatory authority. Both parties understand that the charges provided and set forth in this Agreement may, from time to time, be revised pursuant to order of prevailing regulatory authorities. The parties agree that in the event any charge provided and set forth in this Agreement is so revised, the provisions of this Agreement will automatically be revised

in accordance therewith without further action by either party.

Article III

A. This Agreement shall continue in full force and effect as to all rental units identified herein until terminated by either party by written notice mailed or delivered to the other party at

least thirty (30) days prior to the date on which termination of this Agreement is desired.

B. In the event the Customer desires additional rental units to be covered by this Agreement or to delete rental units covered by this Agreement from such coverage, Customer agrees to provide notice of such changes to Company in writing. It is agreed that changes in the coverage of this Agreement requested by Customer shall become effective no more than one (1) business

day after Customer`s written request for such changes is received by Company.

Article IV

It is understood and agreed that this Agreement and the gas service to be provided by Company hereunder shall be subject to all applicable rules of the prevailing regulatory authorities, and the Company`s rates and policies as presently on file with those authorities, as the same may be changed in accordance with the law.

Article V

This Agreement supersedes any previous Leave On Agreements entered into between Company and Customer with respect to the rental property or units identified herein.

Article VI

This Agreement shall bind and benefit the successors and assigns of Company and may be assigned by Customer upon written consent of Company.

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\_\_\_\_\_ Summit Utilities Arkansas, Inc.  
 By: \_\_\_\_\_ By: \_\_\_\_\_  
 Mailing Address for Notices Required Mailing Address for Notices Required Herein: Herein:  
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 ATTACHMENT A Summit Utilities Arkansas, Inc. LEAVE ON AGREEMENT PROPERTY LISTING Customer  
 \_\_\_\_\_ Date \_\_\_\_\_  
 UNIT NUMBER PROPERTY DESCRIPTION ADDRESS CITY/TOWN STATE \_\_\_\_\_  
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**SERVICE CHARGES**

<u>RRC CHARGE NO.</u>	<u>CHARGE ID</u>	<u>CHARGE AMOUNT</u>	<u>SERVICE PROVIDED</u>
304000	MSC001		Connect/Reconnect Charge \$37.00
304001	MSC002		Collection Fee 16.00
304002	MSC003		NSF Check Charge 15.00
304003	MSC004		Special Meter Reading Charge 5.00
303998	MSC005		Meter Accuracy Test 10.00
303999	MSC006		Residential Customer Deposits 75.00* * Up to the maximum amount allowed under the Commissions Rules.