

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38305

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 04/16/2024

INITIAL SERVICE DATE: 01/10/2022 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:** 02/14/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y **RRC DOCKET NO:**

CITY ORDINANCE NO: 2022-003 & Operations of Law

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): None

PREPARER - PERSON FILING

RRC NO: 1428 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Wendy **MIDDLE:** **LAST NAME:** Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

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

AREA CODE: 501 **PHONE NO:** 377-4641 **EXTENSION:**

CUSTOMERS

| <u>CUSTOMER NO</u> | <u>CUSTOMER NAME</u> | <u>CONFIDENTIAL?</u> | <u>DELIVERY POINT</u> |
|--------------------|------------------------------|----------------------|-----------------------|
| 44389 | Walmart Stores Arkansas, LLC | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38305

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| 3a.LCS-1 Tnspt Terms | <p data-bbox="284 359 1502 386">LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT</p> <p data-bbox="284 407 1502 573">(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:</p> <p data-bbox="284 594 1502 621">ARTICLE I SUPPLY OPTION</p> <p data-bbox="284 621 1502 669">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.</p> <p data-bbox="284 690 1502 718">ARTICLE II TERM</p> <p data-bbox="284 718 1502 787">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.</p> <p data-bbox="284 808 1502 835">ARTICLE III POINT OF DELIVERY</p> <p data-bbox="284 835 1502 884">Section 3.1`Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.</p> <p data-bbox="284 905 1502 932">ARTICLE IV QUANTITIES</p> <p data-bbox="284 932 1502 1052">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.</p> <p data-bbox="284 1073 1502 1142">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.</p> <p data-bbox="284 1163 1502 1190">ARTICLE V RATES</p> <p data-bbox="284 1190 1502 1310">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.</p> <p data-bbox="284 1331 1502 1358">ARTICLE VI MISCELLANEOUS</p> <p data-bbox="284 1358 1502 1386">Section 6.1 `Customer represents that it qualifies for service under LCS-1.</p> <p data-bbox="284 1407 1502 1476">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.</p> <p data-bbox="284 1497 1502 1566">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.</p> <p data-bbox="284 1587 1502 1656">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.</p> <p data-bbox="284 1677 1502 1705">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:</p> <p data-bbox="284 1726 1502 1795">() Option1: 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.</p> <p data-bbox="284 1816 1502 1915">() Option2: 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.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38305

CURRENT RATE COMPONENT

| RATE COMP. ID | DESCRIPTION |
|---------------|---|
| | <p>() Option3: 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.</p> <p>() Option4: 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.</p> <p>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 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 _____, 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:</p> <p>ARTICLE I SUPPLY OPTION</p> <p>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.</p> <p>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.</p> <p>ARTICLE II TERM</p> <p>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.</p> <p>ARTICLE III POINTS OF RECEIPT AND DELIVERY</p> <p>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.</p> <p>ARTICLE IV QUANTITIES</p> <p>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.</p> <p>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.</p> <p>Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.</p> <p>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</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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| RRC COID: 475 | COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. |
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| TARIFF CODE: DT | RRC TARIFF NO: 38305 |
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CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
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| | <p>total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>() Scenario A. centsCustomer certifies that the _____ facility located at _____, _____, 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. centsCustomer 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. centsCustomer 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. and Summit Utilities, 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. and Summit Utilities, 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. Nevertheless, to the extent applicable, nothing in this Agreement shall in any manner serve to waive the sovereign immunity of the State of Texas. centsIn 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 Email: transportation@summitutilities.com</p> <p>() Scenario B. centsCustomer 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 not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements. centsCustomer recognizes 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. centsCustomer acknowledges that the Companys sole 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 curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers 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. and Summit Utilities, 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. and Summit Utilities, 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. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. 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 Email: transportation@summitutilities.com</p> <p>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.</p> <p>Section 6.4 ` Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38305

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
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| | <p>and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.</p> <p>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:</p> <p>() Option1: 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.</p> <p>() Option2: 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.</p> <p>() Option3: 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.</p> <p>() Option4: 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 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.</p> <p>Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.</p> <p>Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. 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 PREDETERMINED ALLOCATION AGREEMENT 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 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:</p> <p>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]</p> <p>2. [other provisions]</p> <p>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 ____ 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</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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| RRC COID: 475 | COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. |
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| TARIFF CODE: DT | RRC TARIFF NO: 38305 |
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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 3.21.5. 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.

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] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] _____ [Agent] _____ RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of _____, by and between Summit Utilities Arkansas, Inc., 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 tolerance, as

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| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
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| | <p>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 supercede 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: _____</p> |
| PSIF | <p>Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.19, based on \$1.00 per service line. It will be collected from April 1, 2024 to April 30, 2024</p> |

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|--|-------------|------------------------------|-----------------------|-----------------------|---------------------|
| 125512 | D | MMBtu | \$.0000 | 03/01/2024 | N |
| DESCRIPTION: Delivery of Gas to Customer's Facility Texarkana, Inc. | | | | | |
| Customer | 44389 | Walmart Stores Arkansas, LLC | | | |

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38306

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 04/16/2024

INITIAL SERVICE DATE: 01/10/2022 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:** 02/14/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y **RRC DOCKET NO:**

CITY ORDINANCE NO: 2022-003 & Operations of Law

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): None

PREPARER - PERSON FILING

RRC NO: 1428 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Wendy **MIDDLE:** **LAST NAME:** Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

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

AREA CODE: 501 **PHONE NO:** 377-4641 **EXTENSION:**

CUSTOMERS

| <u>CUSTOMER NO</u> | <u>CUSTOMER NAME</u> | <u>CONFIDENTIAL?</u> | <u>DELIVERY POINT</u> |
|--------------------|--------------------------------|----------------------|-----------------------|
| 44388 | Wadley Regional Medical Center | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO: 38306**

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| 3a.LCS-1 Tnspt Terms | <p>LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT</p> <p>(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:</p> <p>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.</p> <p>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.</p> <p>ARTICLE III POINT OF DELIVERY Section 3.1 `Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.</p> <p>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.</p> <p>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.</p> <p>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 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: () Option1: 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. () Option2: 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.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38306

CURRENT RATE COMPONENT

| RATE COMP. ID | DESCRIPTION |
|---------------|---|
| | <p>() Option3: 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.</p> <p>() Option4: 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.</p> <p>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 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 _____, 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:</p> <p>ARTICLE I SUPPLY OPTION</p> <p>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.</p> <p>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.</p> <p>ARTICLE II TERM</p> <p>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.</p> <p>ARTICLE III POINTS OF RECEIPT AND DELIVERY</p> <p>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.</p> <p>ARTICLE IV QUANTITIES</p> <p>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.</p> <p>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.</p> <p>Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.</p> <p>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</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 38306 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | <p>total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>() Scenario A. centsCustomer certifies that the _____ facility located at _____, _____, 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. centsCustomer 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. centsCustomer 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. and Summit Utilities, 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. and Summit Utilities, 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. Nevertheless, to the extent applicable, nothing in this Agreement shall in any manner serve to waive the sovereign immunity of the State of Texas. centsIn 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 Email: transportation@summitutilities.com</p> <p>() Scenario B. centsCustomer 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 not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements. centsCustomer recognizes 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. centsCustomer acknowledges that the Companys sole 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 curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers 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. and Summit Utilities, 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. and Summit Utilities, 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. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. 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 Email: transportation@summitutilities.com</p> <p>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.</p> <p>Section 6.4 ` Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38306

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.</p> <p>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:</p> <p>() Option1: 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.</p> <p>() Option2: 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.</p> <p>() Option3: 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.</p> <p>() Option4: 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.</p> <p>Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.</p> <p>Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. 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 PREDETERMINED ALLOCATION AGREEMENT 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 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:</p> <p>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]</p> <p>2. [other provisions]</p> <p>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 ____ 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</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 475

COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC.

TARIFF CODE: DT

RRC TARIFF NO: 38306

CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

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 3.21.5. 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.

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] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] _____ [Agent] _____ RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of _____, by and between Summit Utilities Arkansas, Inc., 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 tolerance, as

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38306

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>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 supercede 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: _____</p> |
| PSIF | <p>Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.19, based on \$1.00 per service line. It will be collected from April 1, 2024 to April 30, 2024</p> |

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|--|-------------|--------------------------------|-----------------------|-----------------------|---------------------|
| 125512 | D | MMBtu | \$.0000 | 03/01/2024 | N |
| DESCRIPTION: Delivery of Gas to Customer's Facility Texarkana, Inc. | | | | | |
| Customer | 44388 | Wadley Regional Medical Center | | | |

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.
 I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38307

DESCRIPTION: Distribution Transportation **STATUS:** A
OPERATOR NO: 829193
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 04/16/2024
INITIAL SERVICE DATE: 01/10/2022 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 02/14/2022
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y **RRC DOCKET NO:**
CITY ORDINANCE NO: 2022-003 & Operations of Law
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): None

PREPARER - PERSON FILING

RRC NO: 1428 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Wendy **MIDDLE:** **LAST NAME:** Clark
TITLE: Rgn Supvr, Regulatory Affairs
ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100
ADDRESS LINE 2:
CITY: Little Rock **STATE:** AR **ZIP:** 72211 **ZIP4:**
AREA CODE: 501 **PHONE NO:** 377-4641 **EXTENSION:**

CUSTOMERS

| <u>CUSTOMER NO</u> | <u>CUSTOMER NAME</u> | <u>CONFIDENTIAL?</u> | <u>DELIVERY POINT</u> |
|--------------------|----------------------------------|----------------------|-----------------------|
| 44387 | Texas A & M University-Texarkana | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38307

CURRENT RATE COMPONENT

| RATE COMP. ID | DESCRIPTION |
|---------------|---|
| | <p>() Option3: 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.</p> <p>() Option4: 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.</p> <p>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 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 _____, 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:</p> <p>ARTICLE I SUPPLY OPTION</p> <p>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.</p> <p>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.</p> <p>ARTICLE II TERM</p> <p>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.</p> <p>ARTICLE III POINTS OF RECEIPT AND DELIVERY</p> <p>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.</p> <p>ARTICLE IV QUANTITIES</p> <p>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.</p> <p>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.</p> <p>Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.</p> <p>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</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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|----------------------|--|
| RRC COID: 475 | COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. |
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| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 38307 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.</p> <p>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.</p> <p>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.</p> <p>ARTICLE VI MISCELLANEOUS</p> <p>Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.</p> <p>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:</p> <p>() Scenario A. centsCustomer certifies that the _____ facility located at _____, _____, 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. centsCustomer 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. centsCustomer 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. and Summit Utilities, 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. and Summit Utilities, 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. Nevertheless, to the extent applicable, nothing in this Agreement shall in any manner serve to waive the sovereign immunity of the State of Texas. centsIn 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 Email: transportation@summitutilities.com</p> <p>() Scenario B. centsCustomer 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 not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements. centsCustomer recognizes 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. centsCustomer acknowledges that the Companys sole 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 curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers 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. and Summit Utilities, 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. and Summit Utilities, 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. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. 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 Email: transportation@summitutilities.com</p> <p>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.</p> <p>Section 6.4 ` Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38307

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.</p> <p>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:</p> <p>() Option1: 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.</p> <p>() Option2: 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.</p> <p>() Option3: 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.</p> <p>() Option4: 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.</p> <p>Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.</p> <p>Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. 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 PREDETERMINED ALLOCATION AGREEMENT 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 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:</p> <p>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]</p> <p>2. [other provisions]</p> <p>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 ____ 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</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38307

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>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:</p> <p>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.</p> <p>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.</p> <p>Section 2.2 `The imbalance tolerance set forth in Parts 3.21.5. and 3.21.8. shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] _____ [Agent] _____ RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of _____, by and between Summit Utilities Arkansas, Inc., 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.</p> <p>()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.</p> <p>()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</p> <p>(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or</p> <p>(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 tolerance, as</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38307

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| PSIF | <p>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 supercede 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: _____</p> <p>By: _____ Name: _____ Title _____</p> <p>ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 20__</p> <p>AGENT: _____ By: _____</p> <p>Name: _____ Title: _____</p> <p>Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.19, based on \$1.00 per service line. It will be collected from April 1, 2024 to April 30, 2024</p> |

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|--|-------------|----------------------------------|-----------------------|-----------------------|---------------------|
| 125512 | D | MMBtu | \$.0000 | 03/01/2024 | N |
| DESCRIPTION: Delivery of Gas to Customer's Facility Texarkana, Inc. | | | | | |
| Customer | 44387 | Texas A & M University-Texarkana | | | |

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38308

DESCRIPTION: Distribution Transportation **STATUS:** A
OPERATOR NO: 829193
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 04/16/2024
INITIAL SERVICE DATE: 01/10/2022 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 02/14/2022
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y **RRC DOCKET NO:**
CITY ORDINANCE NO: 2022-03 & Operations of Law
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): None

PREPARER - PERSON FILING

RRC NO: 1428 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Wendy **MIDDLE:** **LAST NAME:** Clark
TITLE: Rgn Supvr, Regulatory Affairs
ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100
ADDRESS LINE 2:
CITY: Little Rock **STATE:** AR **ZIP:** 72211 **ZIP4:**
AREA CODE: 501 **PHONE NO:** 377-4641 **EXTENSION:**

CUSTOMERS

| <u>CUSTOMER NO</u> | <u>CUSTOMER NAME</u> | <u>CONFIDENTIAL?</u> | <u>DELIVERY POINT</u> |
|--------------------|---------------------------------|----------------------|-----------------------|
| 44386 | Texana Tank Car & Manufacturing | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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| RRC COID: 475 | COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. |
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| TARIFF CODE: DT | RRC TARIFF NO: 38308 |
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CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 3a.LCS-1 Tnspt Terms | <p>LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT</p> <p>(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:</p> <p>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.</p> <p>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.</p> <p>ARTICLE III POINT OF DELIVERY Section 3.1`Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.</p> <p>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.</p> <p>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.</p> <p>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 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: () Option1: 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. () Option2: 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.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38308

CURRENT RATE COMPONENT

| RATE COMP. ID | DESCRIPTION |
|---------------|---|
| | <p>() Option3: 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.</p> |
| | <p>() Option4: 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.</p> |
| | <p>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 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 _____, 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:</p> |
| | <p>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.</p> |
| | <p>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.</p> |
| | <p>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.</p> |
| | <p>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.</p> |
| | <p>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.</p> |
| | <p>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.</p> |
| | <p>Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.</p> |
| | <p>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</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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| RRC COID: 475 | COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. |
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|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 38308 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.</p> <p>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.</p> <p>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.</p> <p>ARTICLE VI MISCELLANEOUS</p> <p>Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.</p> <p>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:</p> <p>() Scenario A. centsCustomer certifies that the _____ facility located at _____, _____, 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. centsCustomer 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. centsCustomer 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. and Summit Utilities, 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. and Summit Utilities, 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. Nevertheless, to the extent applicable, nothing in this Agreement shall in any manner serve to waive the sovereign immunity of the State of Texas. centsIn 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 Email: transportation@summitutilities.com</p> <p>() Scenario B. centsCustomer 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 not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements. centsCustomer recognizes 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. centsCustomer acknowledges that the Companys sole 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 curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers 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. and Summit Utilities, 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. and Summit Utilities, 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. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. 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 Email: transportation@summitutilities.com</p> <p>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.</p> <p>Section 6.4 ` Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38308

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.</p> <p>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:</p> <p>() Option1: 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.</p> <p>() Option2: 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.</p> <p>() Option3: 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.</p> <p>() Option4: 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.</p> <p>Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.</p> <p>Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. 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 PREDETERMINED ALLOCATION AGREEMENT 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 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:</p> <p>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]</p> <p>2. [other provisions]</p> <p>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 ____ 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</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38308

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>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:</p> <p>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.</p> <p>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.</p> <p>Section 2.2 `The imbalance tolerance set forth in Parts 3.21.5. and 3.21.8. shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] _____ [Agent] _____ RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of _____, by and between Summit Utilities Arkansas, Inc., 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.</p> <p>()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.</p> <p>()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</p> <p>(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or</p> <p>(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 tolerance, as</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38308

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>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 supercede 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: _____</p> |
| PSIF | <p>Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.19, based on \$1.00 per service line. It will be collected from April 1, 2024 to April 30, 2024</p> |

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|---|-------------|---------------------------------|-----------------------|-----------------------|---------------------|
| 125514 | D | MMBtu | \$.0000 | 03/01/2024 | N |
| DESCRIPTION: Delivery of Gas to Customer's Facility Texarkana, Environ | | | | | |
| Customer | 44386 | Texana Tank Car & Manufacturing | | | |

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38309

DESCRIPTION: Distribution Transportation **STATUS:** A
OPERATOR NO: 829193
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 04/16/2024
INITIAL SERVICE DATE: 01/10/2022 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 09/01/2022
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y **RRC DOCKET NO:**
CITY ORDINANCE NO: 2022-04 & Operations of Law
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): None

PREPARER - PERSON FILING

RRC NO: 1428 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Wendy **MIDDLE:** **LAST NAME:** Clark
TITLE: Rgn Supvr, Regulatory Affairs
ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100
ADDRESS LINE 2:
CITY: Little Rock **STATE:** AR **ZIP:** 72211 **ZIP4:**
AREA CODE: 501 **PHONE NO:** 377-4641 **EXTENSION:**

CUSTOMERS

| <u>CUSTOMER NO</u> | <u>CUSTOMER NAME</u> | <u>CONFIDENTIAL?</u> | <u>DELIVERY POINT</u> |
|--------------------|----------------------|----------------------|-----------------------|
| 44385 | JCM Industries, Inc. | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38309

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| 3a.LCS-1 Tnspt Terms | <p>LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT</p> <p>(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:</p> <p>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.</p> <p>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.</p> <p>ARTICLE III POINT OF DELIVERY Section 3.1 `Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.</p> <p>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.</p> <p>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.</p> <p>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 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: () Option1: 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. () Option2: 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.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38309

CURRENT RATE COMPONENT

| RATE COMP. ID | DESCRIPTION |
|---------------|---|
| | <p>() Option3: 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.</p> <p>() Option4: 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.</p> <p>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 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 _____, 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:</p> <p>ARTICLE I SUPPLY OPTION</p> <p>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.</p> <p>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.</p> <p>ARTICLE II TERM</p> <p>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.</p> <p>ARTICLE III POINTS OF RECEIPT AND DELIVERY</p> <p>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.</p> <p>ARTICLE IV QUANTITIES</p> <p>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.</p> <p>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.</p> <p>Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.</p> <p>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</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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| RRC COID: 475 | COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. |
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| TARIFF CODE: DT | RRC TARIFF NO: 38309 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.</p> <p>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.</p> <p>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.</p> <p>ARTICLE VI MISCELLANEOUS</p> <p>Section 6.1 `Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2, or SCS-3.</p> <p>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:</p> <p>() Scenario A. centsCustomer certifies that the _____ facility located at _____, _____, 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. centsCustomer 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. centsCustomer 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. and Summit Utilities, 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. and Summit Utilities, 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. Nevertheless, to the extent applicable, nothing in this Agreement shall in any manner serve to waive the sovereign immunity of the State of Texas. centsIn 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 Email: transportation@summitutilities.com</p> <p>() Scenario B. centsCustomer 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 not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements. centsCustomer recognizes 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. centsCustomer acknowledges that the Companys sole 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 curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers 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. and Summit Utilities, 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. and Summit Utilities, 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. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. 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 Email: transportation@summitutilities.com</p> <p>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.</p> <p>Section 6.4 ` Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38309

CURRENT RATE COMPONENT

| RATE COMP. ID | DESCRIPTION |
|---------------|--|
| | <p>and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.</p> <p>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:</p> <p>() Option1: 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.</p> <p>() Option2: 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.</p> <p>() Option3: 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.</p> <p>() Option4: 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.</p> <p>Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.</p> <p>Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. 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 PREDETERMINED ALLOCATION AGREEMENT 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 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:</p> <p>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]</p> <p>2. [other provisions]</p> <p>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 ____ 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</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38309

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>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:</p> <p>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.</p> <p>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.</p> <p>Section 2.2 `The imbalance tolerance set forth in Parts 3.21.5. and 3.21.8. shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] _____ [Agent] _____ RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of _____, by and between Summit Utilities Arkansas, Inc., 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.</p> <p>()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.</p> <p>()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</p> <p>(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or</p> <p>(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 tolerance, as</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38309

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| PSIF | <p>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 supercede 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: _____</p> <p>By: _____ Name: _____ Title _____ _____ ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 20__</p> <p>AGENT: _____ By: _____ Name: _____ Title: _____</p> <p>Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.19, based on \$1.00 per service line. It will be collected from April 1, 2024 to April 30, 2024</p> |

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|--|-------------|----------------------|-----------------------|-----------------------|---------------------|
| 125512 | D | MMBtu | \$.0000 | 03/01/2024 | N |
| DESCRIPTION: Delivery of Gas to Customer's Facility Texarkana, Inc. | | | | | |
| Customer | 44385 | JCM Industries, Inc. | | | |

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38310

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 04/16/2024

INITIAL SERVICE DATE: 01/10/2022 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:** 09/01/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y **RRC DOCKET NO:**

CITY ORDINANCE NO: 2022-03 & Operations of Law

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): None

PREPARER - PERSON FILING

RRC NO: 1428 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Wendy **MIDDLE:** **LAST NAME:** Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

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

AREA CODE: 501 **PHONE NO:** 377-4641 **EXTENSION:**

CUSTOMERS

| <u>CUSTOMER NO</u> | <u>CUSTOMER NAME</u> | <u>CONFIDENTIAL?</u> | <u>DELIVERY POINT</u> |
|--------------------|----------------------|----------------------|-----------------------|
| 44384 | City of Texarkana | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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| RRC COID: 475 | COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. |
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| TARIFF CODE: DT | RRC TARIFF NO: 38310 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| 3a.LCS-1 Tnspt Terms | <p>LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT</p> <p>(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:</p> <p>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.</p> <p>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.</p> <p>ARTICLE III POINT OF DELIVERY Section 3.1 `Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.</p> <p>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.</p> <p>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.</p> <p>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 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: () Option1: 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. () Option2: 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.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38310

CURRENT RATE COMPONENT

| RATE COMP. ID | DESCRIPTION |
|---------------|---|
| | <p>() Option3: 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.</p> <p>() Option4: 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.</p> <p>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 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 _____, 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:</p> <p>ARTICLE I SUPPLY OPTION</p> <p>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.</p> <p>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.</p> <p>ARTICLE II TERM</p> <p>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.</p> <p>ARTICLE III POINTS OF RECEIPT AND DELIVERY</p> <p>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.</p> <p>ARTICLE IV QUANTITIES</p> <p>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.</p> <p>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.</p> <p>Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.</p> <p>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</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38310

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>() Scenario A. centsCustomer certifies that the _____ facility located at _____, 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. centsCustomer 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. centsCustomer 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. and Summit Utilities, 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. and Summit Utilities, 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. Nevertheless, to the extent applicable, nothing in this Agreement shall in any manner serve to waive the sovereign immunity of the State of Texas. centsIn 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 Email: transportation@summitutilities.com</p> <p>() Scenario B. centsCustomer 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 not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements. centsCustomer recognizes 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. centsCustomer acknowledges that the Companys sole 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 curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers 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. and Summit Utilities, 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. and Summit Utilities, 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. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. 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 Email: transportation@summitutilities.com</p> <p>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.</p> <p>Section 6.4 ` Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38310

CURRENT RATE COMPONENT

| RATE COMP. ID | DESCRIPTION |
|---------------|--|
| | <p>and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.</p> <p>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:</p> <p>() Option1: 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.</p> <p>() Option2: 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.</p> <p>() Option3: 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.</p> <p>() Option4: 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.</p> <p>Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.</p> <p>Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. 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 PREDETERMINED ALLOCATION AGREEMENT 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 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:</p> <p>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]</p> <p>2. [other provisions]</p> <p>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 ____ 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</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38310

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>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:</p> <p>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.</p> <p>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.</p> <p>Section 2.2 `The imbalance tolerance set forth in Parts 3.21.5. and 3.21.8. shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] _____ [Agent] _____ RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of _____, by and between Summit Utilities Arkansas, Inc., 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.</p> <p>()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.</p> <p>()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</p> <p>(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or</p> <p>(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 tolerance, as</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38310

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>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 supercede 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: _____</p> |
| PSIF | <p>Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.19, based on \$1.00 per service line. It will be collected from April 1, 2024 to April 30, 2024</p> |

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|--|-------------|-------------------|-----------------------|-----------------------|---------------------|
| 125512 | D | MMBtu | \$.0000 | 03/01/2024 | N |
| DESCRIPTION: Delivery of Gas to Customer's Facility Texarkana, Inc. | | | | | |
| Customer | 44384 | City of Texarkana | | | |

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.
 I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38311

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO: 829193

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 04/16/2024

INITIAL SERVICE DATE: 01/10/2022 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:** 09/01/2022

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y **RRC DOCKET NO:**

CITY ORDINANCE NO: 2022-03 & Operations of Law

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): None

PREPARER - PERSON FILING

RRC NO: 1428 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Wendy **MIDDLE:** **LAST NAME:** Clark

TITLE: Rgn Supvr, Regulatory Affairs

ADDRESS LINE 1: 1400 Centerview Dr., Ste. 100

ADDRESS LINE 2:

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

AREA CODE: 501 **PHONE NO:** 377-4641 **EXTENSION:**

CUSTOMERS

| <u>CUSTOMER NO</u> | <u>CUSTOMER NAME</u> | <u>CONFIDENTIAL?</u> | <u>DELIVERY POINT</u> |
|--------------------|-------------------------------------|----------------------|-----------------------|
| 44383 | Christus St. Michaels Health System | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO: 38311**

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 3a.LCS-1 Tnspt Terms | <p data-bbox="284 359 1502 386">LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT</p> <p data-bbox="284 407 1502 573">(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:</p> <p data-bbox="284 594 1502 621">ARTICLE I SUPPLY OPTION</p> <p data-bbox="284 621 1502 669">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.</p> <p data-bbox="284 690 1502 718">ARTICLE II TERM</p> <p data-bbox="284 718 1502 787">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.</p> <p data-bbox="284 808 1502 835">ARTICLE III POINT OF DELIVERY</p> <p data-bbox="284 835 1502 884">Section 3.1 `Company shall deliver gas to Customer at the outlet of Companys facilities at the Point(s) of Delivery designated on Exhibit A hereto.</p> <p data-bbox="284 905 1502 932">ARTICLE IV QUANTITIES</p> <p data-bbox="284 932 1502 1052">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.</p> <p data-bbox="284 1073 1502 1142">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.</p> <p data-bbox="284 1163 1502 1190">ARTICLE V RATES</p> <p data-bbox="284 1190 1502 1310">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.</p> <p data-bbox="284 1331 1502 1358">ARTICLE VI MISCELLANEOUS</p> <p data-bbox="284 1358 1502 1386">Section 6.1 `Customer represents that it qualifies for service under LCS-1.</p> <p data-bbox="284 1407 1502 1476">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.</p> <p data-bbox="284 1497 1502 1566">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.</p> <p data-bbox="284 1587 1502 1656">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.</p> <p data-bbox="284 1677 1502 1705">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:</p> <p data-bbox="284 1726 1502 1795"> <input type="checkbox"/> Option1: 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. </p> <p data-bbox="284 1816 1502 1915"> <input type="checkbox"/> Option2: 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. </p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38311

CURRENT RATE COMPONENT

| RATE COMP. ID | DESCRIPTION |
|---------------|---|
| | <p>() Option3: 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.</p> <p>() Option4: 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.</p> <p>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 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 _____, 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:</p> <p>ARTICLE I SUPPLY OPTION</p> <p>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.</p> <p>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.</p> <p>ARTICLE II TERM</p> <p>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.</p> <p>ARTICLE III POINTS OF RECEIPT AND DELIVERY</p> <p>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.</p> <p>ARTICLE IV QUANTITIES</p> <p>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.</p> <p>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.</p> <p>Section 4.3 `The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.</p> <p>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</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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| RRC COID: 475 | COMPANY NAME: SUMMIT UTILITIES ARKANSAS, INC. |
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| TARIFF CODE: DT | RRC TARIFF NO: 38311 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | <p>total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>() Scenario A. centsCustomer certifies that the _____ facility located at _____, _____, 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. centsCustomer 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. centsCustomer 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. and Summit Utilities, 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. and Summit Utilities, 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. Nevertheless, to the extent applicable, nothing in this Agreement shall in any manner serve to waive the sovereign immunity of the State of Texas. centsIn 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 Email: transportation@summitutilities.com</p> <p>() Scenario B. centsCustomer 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 not require centsfirm pipeline capacity and natural gas supplies to meet its facilitys human needs usage requirements. centsCustomer recognizes 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. centsCustomer acknowledges that the Companys sole 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 curtailment priority schedule (Policy Schedule No. 9) which will not categorize Customers 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. and Summit Utilities, 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. and Summit Utilities, 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. Nevertheless, to the extent applicable, nothing in this Affidavit shall in any manner serve to waive the sovereign immunity of the State of Texas. 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 Email: transportation@summitutilities.com</p> <p>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.</p> <p>Section 6.4 ` Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38311

CURRENT RATE COMPONENT

| RATE COMP. ID | DESCRIPTION |
|---------------|--|
| | <p>and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.</p> <p>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:</p> <p>() Option1: 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.</p> <p>() Option2: 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.</p> <p>() Option3: 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.</p> <p>() Option4: 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.</p> <p>Section 6.6 `To the extent applicable, nothing in this agreement shall serve to waive the sovereign immunity of the State of Arkansas or its affiliated agencies, which is guaranteed under Article 5, Section 20 of the Arkansas Constitution.</p> <p>Section 6.7 `This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Arkansas. 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 PREDETERMINED ALLOCATION AGREEMENT 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 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:</p> <p>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]</p> <p>2. [other provisions]</p> <p>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 ____ 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</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38311

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>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:</p> <p>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.</p> <p>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.</p> <p>Section 2.2 `The imbalance tolerance set forth in Parts 3.21.5. and 3.21.8. shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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] AGENCY AGREEMENT SUMMIT UTILITIES ARKANSAS, INC. [Customer] _____ [Agent] _____ RE:Large Volume Commercial Customer Agreement (Transportation Supply Option) (Agreement) dated as of _____, by and between Summit Utilities Arkansas, Inc., 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.</p> <p>()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.</p> <p>()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</p> <p>(i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or</p> <p>(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 tolerance, as</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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

TARIFF CODE: DT **RRC TARIFF NO:** 38311

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>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 supercede 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: _____</p> |
| PSIF | <p>Pipeline Safety Inspection Fee: Pipeline Safety and Regulatory Program Fee pursuant to Texas Utilities Code 121.211. The 2023 Pipeline Safety and Regulatory Program Fee is a one-time surcharge per customer bill of \$1.19, based on \$1.00 per service line. It will be collected from April 1, 2024 to April 30, 2024</p> |

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|--|-------------|-------------------------------------|-----------------------|-----------------------|---------------------|
| 125512 | D | MMBtu | \$.0000 | 03/01/2024 | N |
| DESCRIPTION: Delivery of Gas to Customer's Facility Texarkana, Inc. | | | | | |
| Customer | 44383 | Christus St. Michaels Health System | | | |

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.
 I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.