

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 10211**

DESCRIPTION: Distribution Transportation **STATUS: A**
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 10/14/2024
INITIAL SERVICE DATE: 05/01/1995 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 09/01/2024
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): Eff. 6/26/2024, new Customer Chg per 2024 GRIP filing for Inc. West North Svc Area, apprvd via OpLaw
OTHER(EXPLAIN): Revisions to delivery point rate effective 9/1/2024

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
9659	**CONFIDENTIAL**	Y	

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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
EP-T-14-IS-XEL	<p>EP-T-14-IS-XEL RATE COMPONENTS Transportation Period: September 1, 2022 through August 31, 2025; month to month thereafter until terminated by either party with thirty (30) days written notice.</p> <p>Points of Receipt: Any existing delivery points into Transporter`s distribution system as mutually agreed upon by Transporter, Shipper and Shipper`s supplier.</p> <p>Cost of Service Rate: All Mcf per monthly billing period as follows: September 1, 2022 - August 31, 2023: \$0.65 per Mcf September 1, 2023 - August 31, 2024: \$0.70 per Mcf September 1, 2024 - August 31, 2025: \$0.75 per Mcf</p> <p>Customer and Additional Charges: Pursuant to the applicable Rate Schedule(s).</p> <p>Transporter`s General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad Commission of Texas as amended from time to time shall apply to this Agreement.</p>
T-1-WNSA-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1 West-North Service Area</p> <p style="text-align: center;">TRANSPORTATION SERVICE RATE</p> <p>APPLICABILITY Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.`s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing delivery receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys West-North Service Area distribution system which includes the incorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Graford, Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas. Such service shall be provided at any point on the Company`s System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows: Commercial \$500.00 per month plus Interim Rate Adjustments \$11.61 (Footnote 1) Total Rate \$511.61</p> <p>Industrial \$1,050.00 per month plus Interim Rate Adjustments \$287.63 (Footnote 2) Total Rate \$1,337.63</p> <p>Public Authority \$500.00 per month plus Interim Rate Adjustments \$34.68 (Footnote 3) Total Rate \$534.68</p> <p>Compressed Natural Gas \$450.00 per month plus Interim Rate Adjustments \$1,208.27 (Footnote 4) Total Rate \$1,658.27</p> <p>Electrical Cogeneration \$700.00 per month plus Interim Rate Adjustments \$11.61 (Footnote 5) Total Rate \$711.61</p> <p>Plus ` All Ccf per monthly billing period listed by customer class as follows: Commercial \$0.09394 per Ccf Industrial \$0.11486 per Ccf Public Authority \$0.13511 per Ccf Compressed Natural Gas \$0.08643 per Ccf</p>

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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Electrical Cogeneration</p> <p>Oct. ` Apr. (Winter) First 5,000 Ccf @ \$0.05260 per Ccf Next 95,000 Ccf @ \$0.04260 per Ccf Next 300,000 Ccf @ \$0.03260 per Ccf All Over 400,000 Ccf @ \$0.02260 per Ccf</p> <p>May ` Sept. (Summer) First 5,000 Ccf @ \$0.04259 per Ccf Next 95,000 Ccf @ \$0.03258 per Ccf Next 300,000 Ccf @ \$0.02259 per Ccf All Over 400,000 Ccf @ \$0.01258 per Ccf</p> <p>ADDITIONAL CHARGES</p> <ol style="list-style-type: none"> 1. A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder. 2. A charge will be made each month to recover the cost of any applicable taxes and fees, including franchise fees paid to the cities. 3. In the event the Company incurs a demand charge, balancing service rate, or reservation charge from its gas supplier(s) or transportation providers in the incorporated areas of the West-North Service Area, the customer may be charged its proportionate share of the demand charge, balancing service rate, or reservation charge based on benefit received by the customer. 4. The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE. 5. The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedules PIT and PIT-Rider, if applicable. 6. The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety and Regulatory Program Fees Rider, Rate Schedule PSF. <p>SUBJECT TO</p> <ol style="list-style-type: none"> 1. Tariff T-TERMS, General Terms and Conditions for Transportation Service. 2. Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Companys rate schedule which would otherwise be available to such customer. 3. The Agreement is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or Gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies. 4. The Agreement shall be interpreted under Texas law. <p>Footnote 1: 2022 IRA - \$5.36 (Case No. 00012849); 2023 IRA - \$6.25 (Case No. 00016546) Footnote 2: 2022 IRA - \$130.92 (Case No. 00012849); 2023 IRA - \$156.71 (Case No. 00016546) Footnote 3: 2022 IRA - \$15.75 (Case No. 00012849); 2023 IRA - \$18.93 (Case No. 00016546) Footnote 4: 2022 IRA - \$529.23 (Case No. 00012849); 2023 IRA - \$679.04 (Case No. 00016546) Footnote 5: 2022 IRA - \$5.36 (Case No. 00012849); 2023 IRA - \$6.25 (Case No. 00016546)</p> <p>Meters Read On and After June 26, 2024</p> <p>Supersedes Rate Schedule Dated June 26, 2023</p> <p>T-TERMS-WNSA-ISO Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS West-North Service Area</p> <p style="text-align: center;">GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE</p> <p>Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company's West-North distribution system which includes the incorporated and unincorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Grafard, Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas and the unincorporated areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center and Whitt, Texas.</p>

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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	1.2 DEFINITIONS
	The following definitions shall apply to the indicated words as used in this Tariff:
	Adder: Shall mean the Company's incremental cost to purchase natural gas.
	Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.
	Agreement: Shall mean any Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply.
	Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.
	Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.
	Commission or The Commission: The Railroad Commission of Texas.
	Company: Texas Gas Service Company, a Division of ONE Gas, Inc.
	Consumption Period: Shall mean a volumetric billing period. Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.
	Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.
	Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.
	Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day.
	Dekatherm (Dth): Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.
	Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.
	Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.
	Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.
	Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.
	Mcf: Shall mean 1,000 cubic feet of Gas.
	Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.
	Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.
	Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.
	PDA: Shall mean a predetermined allocation method.
	Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.

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Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.

Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.

Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.

Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.

Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the West-North Service Area, or the Railroad Commission of Texas, as applicable.

Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.

Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.

Transportation Form: Shall mean the Company approved selection of transportation service document.

Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.

Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.

Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.

Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.

1.3 RESTRICTIONS AND RESERVATIONS

a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer's actions. Customer's Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.

b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.

c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company's sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.

d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company's transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.

e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.

f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.

1.4 COMPANY'S RESPONSIBILITY

Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK).

1.5 CUSTOMER'S RESPONSIBILITY

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	<p>Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;</p> <p>b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer;</p> <p>c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;</p> <p>d) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.6;</p> <p>e) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service;</p> <p>f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and</p> <p>g) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.6 QUALIFIED SUPPLIER'S RESPONSIBILITY</p> <p>Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion.</p> <p>b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.</p> <p>c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable.</p> <p>e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p> <p>1.7 IMBALANCES</p> <p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p>

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CURRENT RATE COMPONENT

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	<p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Supplier's receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p>
	<p>1.8 LACK OF LIABILITY</p> <p>a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.</p> <p>b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants, employees, or other persons.</p> <p>c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.</p> <p>d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>e) If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made</p>

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	<p>for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.</p> <p>Meters Read On and After January 27, 2023 (All West-North cities except Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park) February 27, 2023 (Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park)</p> <p>Supersedes Rate Schedule Dated December 31, 2018 (Incorporated Areas of the Borger/Skellytown Service Area) February 28, 2019 (Unincorporated Areas of the Borger/Skellytown Service Area) November 28, 2018 (Unincorporated Areas of the North Texas Service Area) October 5, 2016 (All West Texas Areas Except Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink) December 1, 2016 (Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)</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>
111099	D	MCF	\$.7500	09/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9659	**CONFIDENTIAL**			

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

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. 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: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 10213**

DESCRIPTION: Distribution Transportation **STATUS: A**
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: 04/01/2010 **RECEIVED DATE:** 05/29/2024
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 05/01/2024
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): Eff. 2/27/2023 new T-TERMS per West-North ISOS Consolidation Rate Case
OTHER(EXPLAIN): Revisions to delivery point rate effective 5/1/2024

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40943	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10213
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
EP-T-18-IS-XEB	<p>EP-T-18-IS-XEB RATE COMPONENTS</p> <p>Transportation Period: May 1, 2020 through April 30, 2030 and month to month thereafter until terminated by either party with thirty (30) days written notice.</p> <p>Points of Receipt: DSUG ELP, and any other existing delivery points into Company's distribution system as mutually agreed upon by Company, Customer and Customer's supplier.</p> <p>Cost of Service Rate: All Mcf per monthly billing period as follows: Period #: Period Cost of Service Rate \$/Mcf Incentive Rate * \$/Mcf 1 May 1, 2020 - April 30, 2021 \$0.300 N/A 2 May 1, 2021 - April 30, 2022 \$0.325 N/A 3 May 1, 2022 - April 30, 2023 \$0.350 N/A 4 May 1, 2023 - April 30, 2024 \$0.375 N/A 5 May 1, 2024 - April 30, 2025 \$0.400 N/A 6 May 1, 2025 - April 30, 2026 \$0.425 \$0.410 7 May 1, 2026 - April 30, 2027 \$0.450 \$0.420 8 May 1, 2027 - April 30, 2028 \$0.475 \$0.430 9 May 1, 2028 - April 30, 2029 \$0.500 \$0.440 10 May 1, 2029 - End of Contract \$0.525 \$0.450 *The Incentive Rate shall apply only to annual volumes above 1,638,000 Mcf.</p> <p>Meter Charge: \$500 per meter per month.</p> <p>Customer and Additional Charges: Monthly charges are inclusive of Cost of Service Rates, Incentive Rates (where applicable), and Meter Charges</p> <p>Volumes: Maximum Daily Quantity (MDQ) is 7,500 MMBtu/day Subject to Company's system requirements, Customer can exceed the MDQ on any given day based on Company's ability to deliver and perform without negatively impacting other customers, and subject to applicable tariffs.</p> <p>Natural Gas Pressure: Expected Delivery Pressure for Points of Delivery at Customer's facility is outlined below. No minimum pressure is guaranteed.</p> <p>Point(s) of Delivery: Premise Number: Operating Pressure Range (psig) 1550849 270-300 1550850 72-80 1550851 270-300 1550238 72-80</p> <p>Transporter's General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad Commission of Texas as amended from time to time shall apply to this Agreement.</p>
T-TERMS-WNSA-ISO	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS</p> <p>West-North Service Area</p> <p style="text-align: center;">GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE</p> <p>Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company's West-North distribution system which includes the incorporated and unincorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Graford, Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas and the unincorporated areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center and Whitt, Texas.</p> <p>1.2 DEFINITIONS</p> <p>The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Company's incremental cost to purchase natural gas.</p> <p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.</p> <p>Agreement: Shall mean any Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply.</p> <p>Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10213
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.

Commission or The Commission: The Railroad Commission of Texas.

Company: Texas Gas Service Company, a Division of ONE Gas, Inc.

Consumption Period: Shall mean a volumetric billing period. Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.

Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.

Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.

Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day.

Dekatherm (Dth): Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.

Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.

Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.

Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.

Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.

Mcf: Shall mean 1,000 cubic feet of Gas.

Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.

Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.

Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.

PDA: Shall mean a predetermined allocation method.

Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.

Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.

Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.

Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.

Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.

Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the West-North Service Area, or the Railroad Commission of Texas, as applicable.

Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.

Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10213
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.</p> <p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p>
	<p>1.3 RESTRICTIONS AND RESERVATIONS</p> <p>a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer's actions. Customer's Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.</p> <p>b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.</p> <p>c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company's sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.</p> <p>d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company's transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.</p> <p>e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.</p> <p>f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.</p>
	<p>1.4 COMPANY'S RESPONSIBILITY</p> <p>Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK).</p>
	<p>1.5 CUSTOMER'S RESPONSIBILITY</p> <p>Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;</p> <p>b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer;</p> <p>c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;</p> <p>d) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.6;</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10213
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>e) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service;</p> <p>f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and</p> <p>g) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p>
	<p>1.6 QUALIFIED SUPPLIER'S RESPONSIBILITY</p> <p>Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion.</p> <p>b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.</p> <p>c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable.</p> <p>e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p>
	<p>1.7 IMBALANCES</p> <p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Supplier's receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10213
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>1.8 LACK OF LIABILITY</p> <p>a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.</p> <p>b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants, employees, or other persons.</p> <p>c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.</p> <p>d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>e) If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.</p> <p>Meters Read On and After January 27, 2023 (All West-North cities except Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park) February 27, 2023 (Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park)</p> <p>Supersedes Rate Schedule Dated December 31, 2018 (Incorporated Areas of the Borger/Skellytown Service Area) February 28, 2019 (Unincorporated Areas of the Borger/Skellytown Service Area)</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 10213

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	November 28, 2018 (Unincorporated Areas of the North Texas Service Area) October 5, 2016 (All West Texas Areas Except Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink) December 1, 2016 (Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)

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>
111620	D	MCF	\$,4000	05/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	40943	**CONFIDENTIAL**			
111617	D	MCF	\$,4000	05/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	40943	**CONFIDENTIAL**			
111618	D	MCF	\$,4000	05/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	40943	**CONFIDENTIAL**			
111619	D	MCF	\$,4000	05/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	40943	**CONFIDENTIAL**			

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

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. 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: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 10215

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO: 845951

ORIGINAL CONTRACT DATE: 08/06/2015 **RECEIVED DATE:** 11/08/2024

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:** 10/01/2024

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): Eff. 6/26/2024, new Customer Chg per 2024 GRIP filing for Inc. West North Svc Area, apprvd via OpLaw

OTHER(EXPLAIN): Revisions to delivery point rate effective 10/1/2024

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado

TITLE: Rates Coordinator

ADDRESS LINE 1: 1301 South Mopac Expressway

ADDRESS LINE 2: IV Barton Skyway, Suite 400

CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**

AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40323	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10215
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
EP-T-20-IS-XEM	<p>EP-T-20-IS-XEM RATE COMPONENTS Transportation Period: October 1, 2024 through September 30, 2027; month to month thereafter until terminated by either party with thirty (30) days written notice. Points of Receipt: Any existing delivery points into Transporter`s distribution system as mutually agreed upon by Transporter, Shipper and Shipper`s supplier. Cost of Service Rate: All Mcf per monthly billing period as follows: October 1, 2024 ` September 30, 2025: \$0.76 per Mcf October 1, 2025 ` September 30, 2026: \$0.88 per Mcf October 1, 2026 ` September 30, 2027: \$1.00 per Mcf Customer and Additional Charges: Pursuant to the applicable Rate Schedule(s).</p> <p>Transporter`s General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad Commission of Texas as amended from time to time shall apply to this Agreement.</p>
T-1-WNSA-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1 West-North Service Area</p> <p style="text-align: center;">TRANSPORTATION SERVICE RATE</p> <p>APPLICABILITY Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.`s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing delivery receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys West-North Service Area distribution system which includes the incorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Graford, Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas. Such service shall be provided at any point on the Company`s System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows: Commercial \$500.00 per month plus Interim Rate Adjustments \$11.61 (Footnote 1) Total Rate \$511.61</p> <p>Industrial \$1,050.00 per month plus Interim Rate Adjustments \$287.63 (Footnote 2) Total Rate \$1,337.63</p> <p>Public Authority \$500.00 per month plus Interim Rate Adjustments \$34.68 (Footnote 3) Total Rate \$534.68</p> <p>Compressed Natural Gas \$450.00 per month plus Interim Rate Adjustments \$1,208.27 (Footnote 4) Total Rate \$1,658.27</p> <p>Electrical Cogeneration \$700.00 per month plus Interim Rate Adjustments \$11.61 (Footnote 5) Total Rate \$711.61</p> <p>Plus ` All Ccf per monthly billing period listed by customer class as follows: Commercial \$0.09394 per Ccf Industrial \$0.11486 per Ccf Public Authority \$0.13511 per Ccf Compressed Natural Gas \$0.08643 per Ccf Electrical Cogeneration</p> <p style="text-align: center;">Oct. ` Apr. (Winter)</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 10215**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	First 5,000 Ccf @ \$0.05260 per Ccf Next 95,000 Ccf @ \$0.04260 per Ccf Next 300,000 Ccf @ \$0.03260 per Ccf All Over 400,000 Ccf @ \$0.02260 per Ccf May ` Sept. (Summer) First 5,000 Ccf @ \$0.04259 per Ccf Next 95,000 Ccf @ \$0.03258 per Ccf Next 300,000 Ccf @ \$0.02259 per Ccf All Over 400,000 Ccf @ \$0.01258 per Ccf
	ADDITIONAL CHARGES 1. A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder. 2. A charge will be made each month to recover the cost of any applicable taxes and fees, including franchise fees paid to the cities. 3. In the event the Company incurs a demand charge, balancing service rate, or reservation charge from its gas supplier(s) or transportation providers in the incorporated areas of the West-North Service Area, the customer may be charged its proportionate share of the demand charge, balancing service rate, or reservation charge based on benefit received by the customer. 4. The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE. 5. The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedules PIT and PIT-Rider, if applicable. 6. The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety and Regulatory Program Fees Rider, Rate Schedule PSF.
	SUBJECT TO 1. Tariff T-TERMS, General Terms and Conditions for Transportation Service. 2. Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's rate schedule which would otherwise be available to such customer. 3. The Agreement is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or Gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies. 4. The Agreement shall be interpreted under Texas law.
	Footnote 1: 2022 IRA - \$5.36 (Case No. 00012849); 2023 IRA - \$6.25 (Case No. 00016546) Footnote 2: 2022 IRA - \$130.92 (Case No. 00012849); 2023 IRA - \$156.71 (Case No. 00016546) Footnote 3: 2022 IRA - \$15.75 (Case No. 00012849); 2023 IRA - \$18.93 (Case No. 00016546) Footnote 4: 2022 IRA - \$529.23 (Case No. 00012849); 2023 IRA - \$679.04 (Case No. 00016546) Footnote 5: 2022 IRA - \$5.36 (Case No. 00012849); 2023 IRA - \$6.25 (Case No. 00016546)
	Meters Read On and After June 26, 2024 Supersedes Rate Schedule Dated June 26, 2023
T-TERMS-WNSA-ISO	Texas Gas Service Company, a Division of ONE Gas, Inc. West-North Service Area
	RATE SCHEDULE T-TERMS
	GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE
	1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company's West-North distribution system which includes the incorporated and unincorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Grafrod, Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas and the unincorporated areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center and Whitt, Texas.
	1.2 DEFINITIONS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10215
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

The following definitions shall apply to the indicated words as used in this Tariff:

Adder: Shall mean the Company's incremental cost to purchase natural gas.

Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.

Agreement: Shall mean any Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply.

Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.

Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.

Commission or The Commission: The Railroad Commission of Texas.

Company: Texas Gas Service Company, a Division of ONE Gas, Inc.

Consumption Period: Shall mean a volumetric billing period. Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.

Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.

Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.

Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day.

Dekatherm (Dth): Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.

Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.

Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.

Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.

Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.

Mcf: Shall mean 1,000 cubic feet of Gas.

Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.

Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.

Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.

PDA: Shall mean a predetermined allocation method.

Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.

Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10215
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.
	Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.
	Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.
	Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the West-North Service Area, or the Railroad Commission of Texas, as applicable.
	Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.
	Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.
	Transportation Form: Shall mean the Company approved selection of transportation service document.
	Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.
	Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.
	Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.
	Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.
	1.3 RESTRICTIONS AND RESERVATIONS
	a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer's actions. Customer's Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.
	b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.
	c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company's sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.
	d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company's transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.
	e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.
	f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.
	1.4 COMPANY'S RESPONSIBILITY
	Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK).
	1.5 CUSTOMER'S RESPONSIBILITY
	Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

that:

- a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;
- b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer;
- c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;
- d) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.6;
- e) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service;
- f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and
- g) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.

1.6 QUALIFIED SUPPLIER'S RESPONSIBILITY

Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.

- a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion.
- b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.
- c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.
- d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable.
- e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.

1.7 IMBALANCES

Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.

- a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10215
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Supplier's receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p>
	<p>1.8 LACK OF LIABILITY</p> <p>a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.</p> <p>b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants, employees, or other persons.</p> <p>c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.</p> <p>d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>e) If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 10215**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.</p> <p>Meters Read On and After January 27, 2023 (All West-North cities except Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park) February 27, 2023 (Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park)</p> <p>Supersedes Rate Schedule Dated December 31, 2018 (Incorporated Areas of the Borger/Skellytown Service Area) February 28, 2019 (Unincorporated Areas of the Borger/Skellytown Service Area) November 28, 2018 (Unincorporated Areas of the North Texas Service Area) October 5, 2016 (All West Texas Areas Except Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink) December 1, 2016 (Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)</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>
113524	D	MCF	\$.7600	10/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	40323	**CONFIDENTIAL**			

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

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

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: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 10216

DESCRIPTION: Distribution Transportation **STATUS:** A
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 03/30/2023
INITIAL SERVICE DATE: 08/01/2003 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 02/27/2023
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): Eff. 2/27/2023 new T-TERMS per West-North ISOS Consolidation Rate Case
OTHER(EXPLAIN): Per annual contract rate charge approved 9/28/2021, monthly rate is increased effective 6/1/2021

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
17154	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10216
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
EP-T-21-IS-MB	Customer shall pay a net monthly charge of \$117,155.00 per month.
T-TERMS-WNSA-ISO	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS West-North Service Area</p> <p style="text-align: center;">GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE</p> <p>Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company's West-North distribution system which includes the incorporated and unincorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Graford, Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas and the unincorporated areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center and Whitt, Texas.</p> <p>1.2 DEFINITIONS</p> <p>The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Company's incremental cost to purchase natural gas.</p> <p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.</p> <p>Agreement: Shall mean any Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply.</p> <p>Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.</p> <p>Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.</p> <p>Commission or The Commission: The Railroad Commission of Texas.</p> <p>Company: Texas Gas Service Company, a Division of ONE Gas, Inc.</p> <p>Consumption Period: Shall mean a volumetric billing period. Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.</p> <p>Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.</p> <p>Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.</p> <p>Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day.</p> <p>Dekatherm (Dth): Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.</p> <p>Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.</p> <p>Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.</p> <p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10216
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.</p> <p>Mcf: Shall mean 1,000 cubic feet of Gas.</p> <p>Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.</p> <p>Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.</p> <p>Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.</p> <p>PDA: Shall mean a predetermined allocation method.</p> <p>Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.</p> <p>Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.</p> <p>Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.</p> <p>Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.</p> <p>Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.</p> <p>Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the West-North Service Area, or the Railroad Commission of Texas, as applicable.</p> <p>Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.</p> <p>Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.</p> <p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.</p> <p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 RESTRICTIONS AND RESERVATIONS</p> <p>a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer's actions. Customer's Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.</p> <p>b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.</p> <p>c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company's sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10216
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company's transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.

e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.

f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.

1.4 COMPANY'S RESPONSIBILITY

Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK).

1.5 CUSTOMER'S RESPONSIBILITY

Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:

a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;

b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer;

c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;

d) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.6;

e) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service;

f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and

g) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.

1.6 QUALIFIED SUPPLIER'S RESPONSIBILITY

Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.

a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion.

b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.

c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10216
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable.

e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.

1.7 IMBALANCES

Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.

a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.

b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.

c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.

d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Supplier's receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.

e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.

f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.

g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.

h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.

1.8 LACK OF LIABILITY

a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.

b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants, employees, or other persons.

c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10216
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	service.
	<p>d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>e) If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.</p> <p>Meters Read On and After January 27, 2023 (All West-North cities except Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park) February 27, 2023 (Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park)</p> <p>Supersedes Rate Schedule Dated December 31, 2018 (Incorporated Areas of the Borger/Skellytown Service Area) February 28, 2019 (Unincorporated Areas of the Borger/Skellytown Service Area) November 28, 2018 (Unincorporated Areas of the North Texas Service Area) October 5, 2016 (All West Texas Areas Except Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink) December 1, 2016 (Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)</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>
42954	R	MONTH	\$117155.0000	06/01/2021	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	17154	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

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

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 10216

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

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: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 10238

DESCRIPTION: Distribution Transportation **STATUS:** A
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: 02/01/1993 **RECEIVED DATE:** 02/07/2025
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 01/01/2025
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): Revisions to rate component & delivery points rate effective 1/1/2025

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
9669	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10238
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
GL-T-2-Galv-IS-XGC	<p>GL-T-2-Galv-IS-XGC RATE COMPONENTS</p> <p>Transportation Period: January 1, 2016 through December 31, 2025; month to month thereafter until terminated by either party upon sixty (60) days written notice.</p> <p>Points of Receipt: Any existing delivery points into Company's distribution system as mutually agreed upon by Company, Customer and Customer's supplier.</p> <p>Cost of Service Rate: Yearly Volume of 550,000 Mcf and under \$0.5702 per Mcf Yearly Volume over 550,000 Mcf \$0.2850 per Mcf</p> <p>Cost of Service Rate Adjustment: Effective July 2016 and each subsequent July consumption period thereafter during the term of this Agreement, Company may adjust the Cost of Service Rate upon thirty (30) days written notice to Customer. The Cost of Service Rate shall increase in direct proportion to the increase in the Company's Galveston Texas service area, year over year, operating expenses. The amounts to be included in the annual calculation of operating expenses for the Galveston Texas service area shall include: Taxes Other Than Income Tax, Transmission Expense, Distribution Expense, Customer and Sales Related Expense, and Administrative and General Expense as reported in the Gas Utilities Distribution annual report form to the Railroad Commission of Texas. Adjustments to the Cost of Service Rate will not exceed five percent (5%) of the then current Cost of Service Rate.</p> <p>Customer Charge: \$1,000 per meter per month.</p> <p>Minimum Volume Requirement: During the term of this Agreement, the Company shall calculate annually Customer's volume by totaling actual measured volume, at the Point(s) of Delivery to Customer, for a 12 month period beginning the month of the effective date of the Agreement. (Yearly Volume) The Yearly Volume shall be no lower than 450,000 Mcf. Should Customer's Yearly Volume fall below 450,000 Mcf, Customer shall be billed a fee (Minimum Volume Annual Fee) calculated by multiplying (i) the difference of the required volume (450,000 Mcf) and the Yearly Volume by (ii) the current Cost of Service Rate. If applicable, the Minimum Volume Annual Fee shall be calculated within sixty (60) days of the end of the 12 month period.</p> <p>Transporter's General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad Commission of Texas as amended from time to time shall apply to this Agreement.</p>
T-TERMS-CenGulf-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS Central-Gulf Service Area GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company's Central Gulf distribution system within the Incorporated and Unincorporated Areas of Austin, Bastrop (environs only), Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Georgetown, Gonzales, Groves, Hutto, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills, and Yoakum, Texas.</p> <p>1.2 DEFINITIONS The following definitions shall apply to the indicated words as used in this Tariff: Adder: Shall mean the Companys incremental cost to purchase natural gas. Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Agreement: Shall mean any written Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply. Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu. Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for. Commission or The Commission: The Railroad Commission of Texas. Company: Texas Gas Service Company, a Division of ONE Gas, Inc. Consumption Period: Shall mean a volumetric billing period. Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Suppliers Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit. Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10238
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day.</p> <p>Dekatherm (Dth): Shall mean 1,000,000 Btus (1 MMBtu). This unit will be on a dry basis.</p> <p>Electrical Generation Service: Service to customers operating electric generation assets and that are registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and/or backup power systems. This service may also be provided to those known Customers who use thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.</p> <p>Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.</p> <p>Firm Service: Services offered to Customers (regardless of service class) under schedules or contracts that anticipate no interruptions. Service may be interrupted or curtailed at the discretion of the Company during Force Majeure events.</p> <p>Force Majeure: If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.</p> <p>Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.</p> <p>Mcf: Shall mean 1,000 cubic feet of Gas.</p> <p>Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.</p> <p>Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.</p> <p>Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.</p> <p>PDA: Shall mean a predetermined allocation method.</p> <p>Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.</p> <p>Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.</p> <p>Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.</p> <p>Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.</p> <p>Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Companys pipeline system.</p> <p>Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Central-Gulf Service Area, or the Railroad Commission of Texas, as applicable.</p> <p>Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.</p> <p>Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.</p> <p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Companys distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Companys distribution system.</p> <p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 RESTRICTIONS AND RESERVATIONS</p> <p>a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer's actions. Customer's Gas shall at all times remain the property of Customer, and Company shall have no right or property interest herein.</p> <p>b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10238
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company’s sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.</p> <p>d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company’s transportation Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.</p> <p>e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.</p> <p>f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.</p> <p>1.4 COMPANYS RESPONSIBILITY Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a Company designated Point of Receipt, less Payment in Kind (PIK).</p> <p>1.5 CUSTOMERS RESPONSIBILITY Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys’ fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;</p> <p>b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer’s gas or the facilities of the Customer or others containing such gas prior to receipt into Company’s facilities or after delivery to the Customer;</p> <p>c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;</p> <p>d) Customer acknowledges the Qualified Supplier’s responsibilities under Section 1.6;</p> <p>e) Transportation Service is not available for a term less than 12-months. Termination of transportation service may, at the Companys sole discretion, delay Customers request to resume transportation service;</p> <p>f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Companys sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and</p> <p>g) In the event Customers source of gas supply is terminated by Customers Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30-calendar days advance written notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.6 QUALIFIED SUPPLIERS RESPONSIBILITY Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into Company designated Points of Receipt and shall act as the Customers agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers` volumes for balancing purposes, into Aggregation Areas, as determined, in the Companys sole discretion.</p> <p>b) Qualified Supplier shall submit nominations to the Companys gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customers facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.</p> <p>c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable. e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company’s applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p> <p>1.7 IMBALANCES</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10238
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Suppliers scheduling and/or managing the upstream transportation of the Customers gas to Companys interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Supplier's receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>1.8 LACK OF LIABILITY</p> <p>a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.</p> <p>b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants employees, or other persons.</p> <p>c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.</p> <p>d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended.</p> <p>e) Damage to Pipeline. If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire, line strikes or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, to include the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damages are so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.</p> <p>Meters Read On and After November 27, 2024 Supersedes Rate Schedules Dated January 15, 2024</p>

RATE ADJUSTMENT PROVISIONS:

See GL-T-2-Galv-IS-XGC Rate Adjustment Provision

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 10238**

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
113321	D	STEPPD	\$.0000	07/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9669	**CONFIDENTIAL**			
113322	D	STEPPD	\$.0000	07/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9669	**CONFIDENTIAL**			
113324	D	STEPPD	\$.0000	07/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9669	**CONFIDENTIAL**			
113325	D	STEPPD	\$.0000	07/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9669	**CONFIDENTIAL**			
113326	D	STEPPD	\$.0000	07/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9669	**CONFIDENTIAL**			
113327	D	STEPPD	\$.0000	07/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9669	**CONFIDENTIAL**			

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

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

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: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 10262

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 07/23/2019

INITIAL SERVICE DATE: 02/01/1995 **TERM OF CONTRACT DATE:** 06/01/2019

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): WITHDRAWN/INACTIVE TARIFF; delivery points #37561, #37562, #37563 moved to special transport tariff #10263 effective 6/1/2019

PREPARER - PERSON FILING

RRC NO: 971 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Christy **MIDDLE:** **LAST NAME:** Bell

TITLE: Rates Analyst

ADDRESS LINE 1: 1301 South Mopac Expressway

ADDRESS LINE 2: IV Barton Skyway, Suite 400

CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**

AREA CODE: 512 **PHONE NO:** 370-8280 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
9677	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10262
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PA-T-15-SoJef-OS-X	<p>PA-T-15-SoJef-OS-XPF RATE COMPONENTS 4.1 Subject to the other provisions of this Agreement, beginning on the date deliveries of gas commence hereunder, Shipper shall pay to Transporter each month, for each Mcf of gas redelivered by Transporter to Shipper at the above-described Point(s) of Redelivery during the preceding month, the sum of the following transportation fees and compression and treating costs:</p> <p>(a) A customer charge of \$100.00 per month for each Point of Redelivery; plus</p> <p>(b) A cost of service charge for the use of Transporter's facilities and all other services provided directly by the Transporter for all volumes redelivered to Customer shall be \$ 1.0707 per Mcf (Per 1/1/2016 COS Adjustment Filing); plus</p> <p>(c) All amounts for any taxes (including, but not limited to Franchise Fee and Taxes and Article 6060 Tax), fees, and Customer's lost and unaccounted-for gas obligation; plus 4.2 The costs described in 4.1 above may automatically be adjusted from time to time to reflect any changes, as determined by Transporter, in such costs.</p> <p>4.3 Notwithstanding Section 4.1 above, Customer shall be allowed to satisfy its lost and unaccounted for gas obligation under said section by payment in kind, unless Transporter, at Transporter's sole option, notifies Customer that Transporter will not accept such payment in kind.</p> <p>4.4 When Transporter allows payment in kind, Customer shall tender to Transporter at the Points of Delivery volumes of gas equal to the metered volumes delivered to Customer multiplied by the most recent purchase/sales ratio for Transporter's Gulf Coast Service Area. The purchase/sales ratio shall be calculated for the twelve (12) months ended December 31st each year based on actual purchases and actual sales, adjusted to reflect all volumes transported.</p> <p>4.5 The cost of service charge specified in 4.1(b) above shall remain in effect through December 31, 1998. Effective January 1, 1999, and each January 1st thereafter during the term of this Agreement, Transporter shall have the right to adjust the cost of service charge with thirty (30) days' advance notice to Customer. The cost of service charge shall increase in direct proportion to the increase in the Transporter's Gulf Coast Texas Service rate expenses as reported to the Railroad Commission of Texas in Transporter's Annual Report to the Gas Utilities Division. The amounts to be included in the calculation shall be the amounts reported on lines 38 through 43 of page 27 of the Gas Utilities Division's Annual report form. These expenses are: Operating and Maintenance Expenses (Acct. 870-894), Customer Accounting and Sales Expense (Acct. 901-918), Administrative and General Expense (Acct. 920-931), Maintenance of General Plant (Acct. 932), and to the extent related to transportation services hereunder, Taxes other Than Income Tax (Acct. 408.1).</p> <p>The cost of service charge for each contract year shall be calculated by the formula prescribed below: most recent calendar year Gulf Coast Texas expenses/previous calendar year Gulf Coast Texas expenses x prior year cost of service charge The minimum cost of service charge for a Contract Year shall be the prior years cost of service charge. The maximum cost of service charge for a Contract Year shall be the result of 1.05 multiplied by the prior years cost of service charge.</p> <p>4.6 Shipper shall notify Transporter of any change in Shipper's facilities, equipment, or volume of consumption which would result in the application of a different rate schedule. Upon receipt of such notice, Transporter shall apply the appropriate rate schedule commencing with the next billing cycle following Transporter's receipt of notice. The new rate shall be no higher than the stated rate of 4.1(b) above.</p>
T-TERMS-GulfCst-ISO	<p>TEXAS GAS SERVICE COMPANY Gulf Coast Service Area RATE SCHEDULE T-TERMS GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE Nothing shall be deemed to supersede the respective rights and obligations of Company and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service.</p> <p>1.2 DEFINITIONS The following definitions shall apply to the indicated words as used in this Tariff: Adder: Shall mean the Company's incremental cost to purchase natural gas.</p> <p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.</p> <p>Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of sixty degrees (60 degrees) Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean one million (1,000,000) Btu.</p> <p>Commission or The Commission: The Railroad Commission of Texas.</p> <p>Company: Texas Gas Service Company, a division of ONE Gas, Inc.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10262
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.
	Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.
	Consumption Period: Shall mean a volumetric billing period.
	Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (central clock time) on one calendar day and ending at 9:00 a.m. (central clock time) the following calendar day.
	Dekatherm (Dth): Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.
	Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.
	Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.
	Mcf: Shall mean one thousand (1,000) cubic feet of Gas
	Month: Shall mean the period beginning at 9:00 a.m. central clock time on the first Day of each calendar month and ending at 9:00 a.m. Central clock time on the first Day of the next succeeding calendar month.
	Monthly Tolerance Limit: Shall mean five percent (5%) of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.
	Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.
	PDA: Shall mean a predetermined allocation method.
	Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.
	Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.
	Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.
	Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.
	Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.
	Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Gulf Coast Service Area, or the Railroad Commission of Texas, as applicable.
	Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.
	Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.
	Transportation Form: Shall mean the Company approved selection of transportation service document.
	Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.
	Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.
	Week: Shall mean a period of seven (7) consecutive Days beginning at 9:00 a.m. central clock time on each Monday and ending at the same time on the next succeeding Monday.
	Year: Shall mean a period of three hundred sixty-five (365) consecutive Days, or three hundred sixty-six (366) consecutive Days when such period includes a February 29.
	1.3 COMPANY'S RESPONSIBILITY: Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10262
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK).
	a) In no event shall Company be required to expand, modify, construct, rearrange, or change the operations of the Pipeline System in order to receive gas from or on behalf of Customer or in order to deliver gas to Customer at any existing Points of Delivery. Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System.
	1.4 CUSTOMER'S RESPONSIBILITY
	Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:
	a) Gas received by Company for the Customer shall be free from all adverse claims, liens, and encumbrances;
	b) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;
	c) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer;
	d) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain In effect until a signed replacement is received by Company;
	e) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.5;
	f) Transportation Service is not available for a term less than twelve (12) months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service;
	g) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs;
	h) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after thirty (30) calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.
	1.5 QUALIFIED SUPPLIER'S RESPONSIBILITY:
	Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.
	a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion.
	b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.
	c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.
	d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero (0) imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Customer shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero (0) imbalance as practicable.
	e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 10262

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.
	1.6 IMBALANCES: Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.
	a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.
	b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.
	c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.
	d) A proportional share of any upstream pipeline transportation service charges and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.
	e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.
	f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.
	g) On or about fifteen (15) days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the sixth (6th) Day of the Month in which the statement requiring such data is to be rendered.
	h) Both parties hereto shall have the right at any and all reasonable times within twenty four (24) months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.
	Meters Read On and After May 9, 2016 Supersedes Rate Schedules T-GTC SJC Incorp. dated January 27, 2014 T-GEN SJC Environs dated April 1, 2013

RATE ADJUSTMENT PROVISIONS:

See PA-T-15-SoJef-OS-XPF Rate Adjustment Provision

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 10262

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
37563	D	Mcf	\$1.0707	01/01/2016	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9677	**CONFIDENTIAL**			
37561	D	Mcf	\$1.0707	01/01/2016	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9677	**CONFIDENTIAL**			
37562	D	Mcf	\$1.0707	01/01/2016	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9677	**CONFIDENTIAL**			
65641	D	Mcf	\$1.0707	01/01/2016	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9677	**CONFIDENTIAL**			

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

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

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: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 10366

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO: 845951

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 09/17/2024

INITIAL SERVICE DATE: 06/01/1995 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:** 08/26/2024

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): Eff. 8/26/2024, new Customer Chg per 2024 GRIP Filing for RGV Svc Area, apprvd via Case No. 00017353

OTHER(EXPLAIN): Revisions to delivery point rate effective 5/1/2022

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado

TITLE: Rates Coordinator

ADDRESS LINE 1: 1301 South Mopac Expressway

ADDRESS LINE 2: IV Barton Skyway, Suite 400

CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**

AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
9731	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10366
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																																								
RGV-T-3-OS-X84	<p>RGV-T-3-OS-X84 RATE COMPONENTS Transportation Period: May 1, 2020 through April 30, 2023; month to month thereafter until terminated by either party with thirty (30) days written notice.</p> <p>Points of Receipt: Any existing delivery points into Transporter's distribution system as mutually agreed upon by Transporter, Shipper and Shipper's supplier.</p> <p>Cost of Service Rate: All Mcf per monthly billing period as follows: May 1, 2020 - April 30, 2021: \$0.50 per Mcf May 1, 2021 - April 30, 2022: \$0.55 per Mcf May 1, 2022 - April 30, 2023: \$0.60 per Mcf Customer and Additional Charges: Pursuant to the applicable Rate Schedule(s).</p> <p>Transporter's General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad Commission of Texas as amended from time to time shall apply to this Agreement.</p>																																								
T-1-ENV-RGV-OS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc Rio Grande Valley Service Area</p> <p style="text-align: right;">RATE SCHEDULE T-1-ENV TRANSPORTATION SERVICE RATE</p> <p>APPLICABILITY</p> <p>Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY</p> <p>Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys unincorporated areas of the Rio Grande Valley Service Area distribution system which includes the environs of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos and the unincorporated areas of Jim Hogg and Starr counties, Texas. Such service shall be provided at any point on the Companys System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE</p> <p>During each monthly billing period, a customer charge per meter per month listed by customer class as follows:</p> <table border="0"> <tr> <td>Commercial</td> <td>\$500.00 per month</td> <td></td> <td></td> </tr> <tr> <td>Plus Interim Rate Adjustment</td> <td>\$24.31 (Footnote 1)</td> <td>Total</td> <td>\$524.31</td> </tr> <tr> <td>Industrial</td> <td>\$1,000.00 per month</td> <td></td> <td></td> </tr> <tr> <td>Plus Interim Rate Adjustment</td> <td>\$202.11 (Footnote 2)</td> <td>Total</td> <td>\$1,202.11</td> </tr> <tr> <td>Public Authority</td> <td>\$2,500.00 per month</td> <td></td> <td></td> </tr> <tr> <td>Plus Interim Rate Adjustment</td> <td>\$23.37 (Footnote 3)</td> <td>Total</td> <td>\$2,523.37</td> </tr> <tr> <td>Electric Generation</td> <td>\$500.00 per month</td> <td></td> <td></td> </tr> <tr> <td>Plus Interim Rate Adjustment</td> <td>\$24.31 (Footnote 4)</td> <td>Total</td> <td>\$524.31</td> </tr> </table> <p>Plus ` A delivery charge per monthly billing period listed by customer class as follows:</p> <table border="0"> <tr> <td>Commercial</td> <td>\$0.10770 per Ccf</td> </tr> <tr> <td>Industrial</td> <td>\$0.08722 per Ccf</td> </tr> <tr> <td>Public Authority</td> <td>\$0.00840 per Ccf</td> </tr> <tr> <td>Electric Generation</td> <td>\$0.10770 per Ccf</td> </tr> </table> <p>ADDITIONAL CHARGES</p> <ol style="list-style-type: none"> 1. A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder. 2. A charge will be made each month to recover the cost of any applicable taxes. 	Commercial	\$500.00 per month			Plus Interim Rate Adjustment	\$24.31 (Footnote 1)	Total	\$524.31	Industrial	\$1,000.00 per month			Plus Interim Rate Adjustment	\$202.11 (Footnote 2)	Total	\$1,202.11	Public Authority	\$2,500.00 per month			Plus Interim Rate Adjustment	\$23.37 (Footnote 3)	Total	\$2,523.37	Electric Generation	\$500.00 per month			Plus Interim Rate Adjustment	\$24.31 (Footnote 4)	Total	\$524.31	Commercial	\$0.10770 per Ccf	Industrial	\$0.08722 per Ccf	Public Authority	\$0.00840 per Ccf	Electric Generation	\$0.10770 per Ccf
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 10366**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-TERMS-RGV-ISOS	<p>3. In the event the Company incurs a demand charge, balancing service rate, or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the Rio Grande Valley Service Area, the customer may be charged its proportionate share of the demand charge, balancing service rate, or reservation charge based on benefit received by the customer.</p> <p>4. The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE-ENV.</p> <p>5. The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedules PIT and PIT-Rider.</p> <p>6. The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety and Regulatory Program Fees Rider, Rate Schedule PSF, if applicable.</p> <p>SUBJECT TO</p> <p>1. Tariff T-TERMS, General Terms and Conditions for Transportation Service.</p> <p>2. Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Companys rate schedule which would otherwise be available to such customer.</p> <p>3. The Agreement is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies.</p> <p>4. The Agreement shall be interpreted under Texas law.</p> <p>Footnote 1: 2023 IRA - \$24.31 (Case No. 00017353) Footnote 2: 2023 IRA - \$202.11 (Case No. 00017353) Footnote 3: 2023 IRA - \$23.37 (Case No. 00017353) Footnote 4: 2023 IRA - \$24.31 (Case No. 00017353)</p> <p>Meters Read On and After August 26, 2024</p> <p>Supersedes Rate Schedule Dated January 30, 2024</p> <p>TEXAS GAS SERVICE COMPANY Rio Grande Valley Service Area RATE SCHEDULE T-TERMS</p> <p style="text-align: right;">GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION</p> <p>SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Companys Rio Grande Valley distribution system within the Incorporated and Unincorporated Areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos, and the unincorporated areas of Jim Hogg and Starr counties, Texas.</p> <p>1.2 DEFINITIONS The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Companys incremental cost to purchase natural gas. Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Agreement: Shall mean any Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply. Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu. Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for. Commission or The Commission: The Railroad Commission of Texas.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10366
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company: Texas Gas Service Company, a Division of ONE Gas, Inc. Consumption Period: Shall mean a volumetric billing period. Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Suppliers Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit. Customer: Any person or organization now being billed for gas service whether used by him or her, or by others. Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day. Dekatherm (Dth): Shall mean 1,000,000 Btus (1 MMBtu). This unit will be on a dry basis. Electronic Flow Measurement (EFM): A device that remotely reads a gas meter. Electric Generation Service: Electric generation assets that are registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and/or backup power systems. Firm Service: Services offered to Customers (regardless of class of service) under schedules or contracts that anticipate no interruptions. Service may be interrupted or curtailed at the discretion of the Company during Force Majeure events. Force Majeure: If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance. Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof. Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual. Mcf: Shall mean 1,000 cubic feet of Gas Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month. Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month. Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas. PDA: Shall mean a predetermined allocation method. Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas. Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer. Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer. Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery. Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Companys pipeline system. Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Rio Grande Valley Service Area, or the Railroad Commission of Texas, as applicable. Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff. Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder. Transportation Form: Shall mean the Company approved selection of transportation service document. Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Companys distribution system. Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Companys distribution system. Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday. Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 RESTRICTIONS AND RESERVATIONS a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customers actions. Customers Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10366
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance, or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.</p> <p>c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Companys sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.</p> <p>d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Companys transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.</p> <p>e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.</p> <p>f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.</p> <p>1.4 COMPANYS RESPONSIBILITY Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a Company designated Point of Receipt, less Payment in Kind (PIK).</p> <p>1.5 CUSTOMERS RESPONSIBILITY Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;</p> <p>b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customers gas or the facilities of the Customer or others containing such gas prior to receipt into Companys facilities or after delivery to the Customer;</p> <p>c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;</p> <p>d) Customer acknowledges the Qualified Suppliers responsibilities under Section 1.6;</p> <p>e) Transportation Service is not available for a term less than 12- months. Termination of transportation service may, at the Companys sole discretion, delay Customers request to resume transportation service;</p> <p>f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Companys sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and</p> <p>g) In the event Customers source of gas supply is terminated by Customers Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30-calendar days advance written notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.6 QUALIFIED SUPPLIERS RESPONSIBILITY Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into Company designated Points of Receipt and shall act as the Customers agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers volumes for balancing purposes, into Aggregation Areas, as determined, in the Companys sole discretion.</p> <p>b) Qualified Supplier shall submit nominations to the Companys gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customers facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.</p> <p>c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10366
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

near to zero imbalance as practicable. e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Companys applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.

1.7 IMBALANCES

Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.

- a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.
- b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.
- c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.
- d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Suppliers scheduling and/or managing the upstream transportation of the Customers gas to Companys interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Suppliers receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.
- e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.
- f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.
- g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.
- h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.

1.8 LACK OF LIABILITY

- a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Companys negligence arising out of or incident to the furnishing of gas to any Consumer.
- b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants, employees, or other persons.
- c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.
- d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such partys obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.
- e) If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 10366

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Companys sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Companys sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.</p> <p>Meters Read On and After January 30, 2024</p> <p>Supersedes Rate Schedule Dated October 18, 2017 (Incorp.) March 27, 2018 (Env.)</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>
111621	D	MCF	\$.6000	05/01/2022	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9731	**CONFIDENTIAL**			

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

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

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: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 10370

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO: 845951

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 09/19/2024

INITIAL SERVICE DATE: 04/01/1997 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:** 08/26/2024

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): Eff. 8/26/2024, new Customer Chg per 2024 GRIP Filing for RGV Svc Area, apprvd via Case No. 00017353

OTHER(EXPLAIN): Revisions to delivery point rate effective 3/1/2024

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado

TITLE: Rates Coordinator

ADDRESS LINE 1: 1301 South Mopac Expressway

ADDRESS LINE 2: IV Barton Skyway, Suite 400

CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**

AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
9689	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10370
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
RGV-T-13-IS-X90	<p>RGV-T-13-IS-X90 RATE COMPONENTS</p> <p>Transportation Period: March 1, 2024, through February 28, 2027; month to month thereafter until terminated by either party with thirty (30) days written notice.</p> <p>Points of Receipt: Any existing delivery points into Transporter's distribution system as mutually agreed upon by Transporter, Shipper and Shipper's supplier.</p> <p>Cost of Service Rate: All Mcf per monthly billing period as follows: March 1, 2024- February 28, 2025: \$0.75 per Mcf March 1, 2025 - February 28, 2026: \$0.80 per Mcf March 1, 2026 - February 28, 2027: \$0.85 per Mcf</p> <p>Customer and Additional Charges: Pursuant to the applicable Rate Schedule(s).</p> <p>Transporter's General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad Commission of Texas as amended from time to time shall apply to this Agreement.</p>
T-1-RGV-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. Rio Grande Valley Service Area TRANSPORTATION SERVICE RATE Rate Schedule T-1</p> <p>APPLICABILITY</p> <p>Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY</p> <p>Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys unincorporated areas of the Rio Grande Valley Service Area distribution system which includes the environs of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos and the unincorporated areas of Jim Hogg and Starr counties, Texas. Such service shall be provided at any point on the Companys System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows:</p> <p>Commercial \$500.00 per month Plus Interim Rate Adjustment \$24.31 (Footnote 1) Total \$524.31</p> <p>Industrial \$1,000.00 per month Plus Interim Rate Adjustment \$202.11 (Footnote 2) Total \$1,202.11</p> <p>Public Authority \$2,500.00 per month Plus Interim Rate Adjustment \$23.37 (Footnote 3) Total \$2,523.37</p> <p>Electric Generation \$500.00 per month Plus Interim Rate Adjustment \$24.31 (Footnote 4) Total \$524.31</p> <p>Plus ` A delivery charge per monthly billing period listed by customer class as follows: Commercial \$0.10770 per Ccf Industrial \$0.08722 per Ccf Public Authority \$0.00840 per Ccf Electric Generation \$0.10770 per Ccf</p> <p>ADDITIONAL CHARGES</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10370
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-TERMS-RGV-ISOS	<p>1. A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.</p> <p>2. A charge will be made each month to recover the cost of any applicable taxes.</p> <p>3. In the event the Company incurs a demand charge, balancing service rate, or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the Rio Grande Valley Service Area, the customer may be charged its proportionate share of the demand charge, balancing service rate, or reservation charge based on benefit received by the customer.</p> <p>4. The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE-ENV.</p> <p>5. The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedules PIT and PIT-Rider.</p> <p>6. The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety and Regulatory Program Fees Rider, Rate Schedule PSF, if applicable.</p> <p>SUBJECT TO</p> <p>1. Tariff T-TERMS, General Terms and Conditions for Transportation Service.</p> <p>2. Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Companys rate schedule which would otherwise be available to such customer.</p> <p>3. The Agreement is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies.</p> <p>4. The Agreement shall be interpreted under Texas law.</p> <p>Footnote 1: 2023 IRA - \$24.31 (Case No. 00017353) Footnote 2: 2023 IRA - \$202.11 (Case No. 00017353) Footnote 3: 2023 IRA - \$23.37 (Case No. 00017353) Footnote 4: 2023 IRA - \$24.31 (Case No. 00017353)</p> <p>Meters Read On and After August 26, 2024</p> <p>Supersedes Rate Schedule Dated January 30, 2024</p> <p>TEXAS GAS SERVICE COMPANY Rio Grande Valley Service Area RATE SCHEDULE T-TERMS</p> <p style="text-align: center;">GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION</p> <p>SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Companys Rio Grande Valley distribution system within the Incorporated and Unincorporated Areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos, and the unincorporated areas of Jim Hogg and Starr counties, Texas.</p> <p>1.2 DEFINITIONS The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Companys incremental cost to purchase natural gas. Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Agreement: Shall mean any Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply. Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu. Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10370
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>otherwise provided for.</p> <p>Commission or The Commission: The Railroad Commission of Texas.</p> <p>Company: Texas Gas Service Company, a Division of ONE Gas, Inc.</p> <p>Consumption Period: Shall mean a volumetric billing period.</p> <p>Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Suppliers Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.</p> <p>Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.</p> <p>Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day.</p> <p>Dekatherm (Dth): Shall mean 1,000,000 Btus (1 MMBtu). This unit will be on a dry basis.</p> <p>Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.</p> <p>Electric Generation Service: Electric generation assets that are registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and/or backup power systems.</p> <p>Firm Service: Services offered to Customers (regardless of class of service) under schedules or contracts that anticipate no interruptions. Service may be interrupted or curtailed at the discretion of the Company during Force Majeure events.</p> <p>Force Majeure: If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such parties obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.</p> <p>Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.</p> <p>Mcf: Shall mean 1,000 cubic feet of Gas</p> <p>Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.</p> <p>Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.</p> <p>Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.</p> <p>PDA: Shall mean a predetermined allocation method.</p> <p>Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.</p> <p>Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.</p> <p>Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.</p> <p>Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.</p> <p>Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Companys pipeline system.</p> <p>Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Rio Grande Valley Service Area, or the Railroad Commission of Texas, as applicable.</p> <p>Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.</p> <p>Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.</p> <p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Companys distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Companys distribution system.</p> <p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 RESTRICTIONS AND RESERVATIONS</p> <p>a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10370
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customers actions. Customers Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.</p> <p>b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance, or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.</p> <p>c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Companys sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.</p> <p>d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Companys transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.</p> <p>e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.</p> <p>f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.</p> <p>1.4 COMPANYS RESPONSIBILITY Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a Company designated Point of Receipt, less Payment in Kind (PIK).</p> <p>1.5 CUSTOMERS RESPONSIBILITY Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;</p> <p>b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customers gas or the facilities of the Customer or others containing such gas prior to receipt into Companys facilities or after delivery to the Customer;</p> <p>c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;</p> <p>d) Customer acknowledges the Qualified Suppliers responsibilities under Section 1.6;</p> <p>e) Transportation Service is not available for a term less than 12- months. Termination of transportation service may, at the Companys sole discretion, delay Customers request to resume transportation service;</p> <p>f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Companys sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and</p> <p>g) In the event Customers source of gas supply is terminated by Customers Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30-calendar days advance written notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.6 QUALIFIED SUPPLIERS RESPONSIBILITY Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into Company designated Points of Receipt and shall act as the Customers agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers volumes for balancing purposes, into Aggregation Areas, as determined, in the Companys sole discretion.</p> <p>b) Qualified Supplier shall submit nominations to the Companys gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customers facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.</p> <p>c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 10370
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable. e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Companys applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.

1.7 IMBALANCES

Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.

- a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.
- b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.
- c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.
- d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Suppliers scheduling and/or managing the upstream transportation of the Customers gas to Companys interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Suppliers receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.
- e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.
- f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.
- g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.
- h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.

1.8 LACK OF LIABILITY

- a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Companys negligence arising out of or incident to the furnishing of gas to any Consumer.
- b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants, employees, or other persons.
- c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.
- d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such partys obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.
- e) If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 10370

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Companys sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Companys sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.
	Meters Read On and After January 30, 2024
	Supersedes Rate Schedule Dated October 18, 2017 (Incorp.) March 27, 2018 (Env.)

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>
37579	D	MCF	\$.7500	03/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9689	**CONFIDENTIAL**			

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

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. 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: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 11080

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO: 845951

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 03/06/2025

INITIAL SERVICE DATE: 07/01/1996 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:** 02/01/2025

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): MUSTANG RIDGE - INC is part of Central-Gulf Svc Area eff 1/15/2024 and is added to all current CGSA rate schedules.

OTHER(EXPLAIN): Revisions to rate component & delivery point rate effective 2/1/2025

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado

TITLE: Rates Coordinator

ADDRESS LINE 1: 1301 South Mopac Expressway

ADDRESS LINE 2: IV Barton Skyway, Suite 400

CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**

AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
37874	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 11080**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
CT-T-10-IS-XA4	<p>CT-T-10-IS-XA4 RATE COMPONENTS</p> <p>Transportation Period: February 1, 2023 through January 31, 2026; month to month thereafter until terminated by either party with ninety (90) days written notice.</p> <p>Points of Receipt: Any existing delivery points into Transporter's distribution system as mutually agreed upon by Transporter, Shipper and Shipper's supplier.</p> <p>Cost of Service Rate: All Mcf per monthly billing period as follows: February 1, 2023 - January 31, 2024: \$0.90 per Mcf February 1, 2024 - January 31, 2025: \$1.00 per Mcf February 1, 2025 - January 31, 2026: \$1.10 per Mcf</p> <p>Customer and Additional Charges: Pursuant to the applicable Rate Schedule(s).</p> <p>Transporter's General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad Commission of Texas as amended from time to time shall apply to this Agreement.</p>
T-1-CenGulf-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1 Central-Gulf Service Area TRANSPORTATION SERVICE RATE</p> <p>APPLICABILITY Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys Central-Gulf Service Area distribution system which includes the incorporated areas of Austin, Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Georgetown, Gonzales, Groves, Hutto, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows: Commercial \$308.08 per month Industrial \$771.38 per month Public Authority \$178.97 per month Compressed Natural Gas \$619.55 per month Electrical Generation \$175.68 per month</p> <p>Plus ` A delivery charge per monthly billing period listed by customer class as follows: Commercial \$0.12679 per Ccf Industrial \$0.14569 per Ccf Public Authority \$0.13768 per Ccf Compressed Natural Gas \$0.07817 per Ccf Electrical Generation For the First 5,000Ccf/month \$0.07724 per Ccf For the Next 35,000 Ccf/month \$0.06853 per Ccf For the Next 60,000 Ccf/month \$0.05527 per Ccf All Over 100,000 Ccf/month \$0.04018 per Ccf</p> <p>ADDITIONAL CHARGES 1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder. 2) A charge will be made each month to recover the cost of any applicable local taxes and fees. 3) In the event the Company incurs a demand charge, balancing service rate, or reservation charge from its gas supplier(s) or transportation providers in the incorporated areas of the Central-Gulf Service Area, the customer may be charged its proportionate share of the demand charge, balancing service rate, or reservation charge based on benefit received by the customer. 4) The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 11080
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-TERMS-CenGulf-IS	<p>5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedules PIT and PIT-Rider.</p> <p>6) The billing of commercial transportation shall reflect adjustments in accordance with the provisions of the Conservation Adjustment Clause, Rate Schedule CAC and Rate Schedule 1C, if applicable.</p> <p>7) The billing shall reflect adjustments in accordance with the provisions of the Pipeline Safety and Regulatory Program Fees Rider, Rate Schedule PSF, if applicable.</p> <p>SUBJECT TO</p> <p>1) Tariff T-TERMS, General Terms and Conditions for Transportation.</p> <p>2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Companys rate schedule which would otherwise be available to such customer.</p> <p>3) The taking of service under this rate schedule is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies.</p> <p>4) The Agreement shall be interpreted under Texas law.</p> <p>Meters Read On and After November 27, 2024 Supersedes Rate Schedule Dated January 15, 2024</p> <p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS Central-Gulf Service Area GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company’s Central Gulf distribution system within the Incorporated and Unincorporated Areas of Austin, Bastrop (environs only), Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Georgetown, Gonzales, Groves, Hutto, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills, and Yoakum, Texas.</p> <p>1.2 DEFINITIONS The following definitions shall apply to the indicated words as used in this Tariff: Adder: Shall mean the Companys incremental cost to purchase natural gas. Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Agreement: Shall mean any written Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply. Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu. Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for. Commission or The Commission: The Railroad Commission of Texas. Company: Texas Gas Service Company, a Division of ONE Gas, Inc. Consumption Period: Shall mean a volumetric billing period. Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Suppliers Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit. Customer: Any person or organization now being billed for gas service whether used by him or her, or by others. Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day. Dekatherm (Dth): Shall mean 1,000,000 Btus (1 MMBtu). This unit will be on a dry basis. Electrical Generation Service: Service to customers operating electric generation assets and that are registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and/or backup power systems. This service may also be provided to those known Customers who use thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes. Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 11080
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Firm Service: Services offered to Customers (regardless of service class) under schedules or contracts that anticipate no interruptions. Service may be interrupted or curtailed at the discretion of the Company during Force Majeure events.</p> <p>Force Majeure: If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.</p> <p>Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.</p> <p>Mcf: Shall mean 1,000 cubic feet of Gas.</p> <p>Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.</p> <p>Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.</p> <p>Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.</p> <p>PDA: Shall mean a predetermined allocation method.</p> <p>Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.</p> <p>Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.</p> <p>Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.</p> <p>Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.</p> <p>Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Companys pipeline system.</p> <p>Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Central-Gulf Service Area, or the Railroad Commission of Texas, as applicable.</p> <p>Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.</p> <p>Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.</p> <p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Companys distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Companys distribution system.</p> <p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 RESTRICTIONS AND RESERVATIONS</p> <p>a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer's actions. Customer's Gas shall at all times remain the property of Customer, and Company shall have no right or property interest herein.</p> <p>b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.</p> <p>c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company's sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.</p> <p>d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company's transportation Gas hereunder shall not obligate Company in any manner beyond</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 11080
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>the terms of the Agreement and any Exhibits attached thereto.</p> <p>e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.</p> <p>f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.</p> <p>1.4 COMPANYS RESPONSIBILITY Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a Company designated Point of Receipt, less Payment in Kind (PIK).</p> <p>1.5 CUSTOMERS RESPONSIBILITY Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys` fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;</p> <p>b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer`s gas or the facilities of the Customer or others containing such gas prior to receipt into Company`s facilities or after delivery to the Customer;</p> <p>c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;</p> <p>d) Customer acknowledges the Qualified Supplier`s responsibilities under Section 1.6;</p> <p>e) Transportation Service is not available for a term less than 12-months. Termination of transportation service may, at the Companys sole discretion, delay Customers request to resume transportation service;</p> <p>f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Companys sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and</p> <p>g) In the event Customers source of gas supply is terminated by Customers Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30-calendar days advance written notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.6 QUALIFIED SUPPLIERS RESPONSIBILITY Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into Company designated Points of Receipt and shall act as the Customers agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers` volumes for balancing purposes, into Aggregation Areas, as determined, in the Companys sole discretion.</p> <p>b) Qualified Supplier shall submit nominations to the Companys gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customers facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.</p> <p>c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable. e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company`s applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p> <p>1.7 IMBALANCES Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 11080
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Suppliers scheduling and/or managing the upstream transportation of the Customers gas to Companys interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Supplier's receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>1.8 LACK OF LIABILITY</p> <p>a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.</p> <p>b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants employees, or other persons.</p> <p>c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.</p> <p>d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended.</p> <p>e) Damage to Pipeline. If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire, line strikes or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, to include the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damages are so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.</p> <p>Meters Read On and After November 27, 2024 Supersedes Rate Schedules Dated January 15, 2024</p>

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 11080**

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
111258	D	MCF	\$1.1000	02/01/2025	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	37874	**CONFIDENTIAL**			

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

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

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: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 11090

DESCRIPTION: Distribution Transportation **STATUS:** A
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: 09/01/1997 **RECEIVED DATE:** 07/25/2024
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 06/01/2024
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): MUSTANG RIDGE - INC is part of Central-Gulf Svc Area eff 1/15/2024 and is added to all current CGSA rate schedules.
OTHER(EXPLAIN): Revisions to rate component & delivery point rate effective 6/1/2024

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
9607	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 11090
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
CT-T-19-IS-MB	<p>CT-T-19-IS-MB</p> <p>RATE COMPONENTS Transportation Period: June 1, 2023 through May 31, 2025</p> <p>Points of Receipt: Any existing delivery points into Transporter's distribution system as mutually agreed upon by Transporter, Shipper and Shipper's supplier.</p> <p>Cost of Service Rate: All Mcf per monthly billing period as follows: June 1, 2023 - May 31, 2024: \$0.3750 per Mcf June 1, 2023 - May 31, 2025: \$0.4198 per Mcf</p> <p>Customer and Additional Charges: Pursuant to the applicable Rate Schedule(s).</p> <p>Transporter's General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad Commission of Texas as amended from time to time shall apply to this Agreement.</p>
T-1-CenGulf-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1 Central-Gulf Service Area</p> <p style="text-align: center;">TRANSPORTATION SERVICE RATE</p> <p>APPLICABILITY Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing delivery receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys Central-Gulf Service Area distribution system which includes the incorporated areas of Austin, Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Gonzales, Groves, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows:</p> <p>Commercial \$265.33 per month plus Interim Rate Adjustments \$42.75 (Footnote 1) Total Rate \$308.08</p> <p>Industrial \$520.96 per month plus Interim Rate Adjustments \$684.45 (Footnote 2) Total Rate \$1,205.41</p> <p>Public Authority \$104.70 per month plus Interim Rate Adjustments \$79.00 (Footnote 3) Total Rate \$183.70</p> <p>Public Schools Space Heat \$234.70 per month plus Interim Rate Adjustments \$79.00 (Footnote 4) Total Rate \$313.70</p> <p>Compressed Natural Gas \$217.63 per month plus Interim Rate Adjustments \$620.08 (Footnote 5) Total Rate \$837.71</p> <p>Electrical Cogeneration \$104.70 per month plus Interim Rate Adjustments \$79.00 (Footnote 6) Total Rate \$183.70</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 11090
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Plus ` All Ccf per monthly billing period listed by customer class as follows:
	Commercial \$0.12679 per Ccf
	Industrial \$0.12707 per Ccf
	Public Authority \$0.12549 per Ccf
	Public Schools Space Heat \$0.10012 per Ccf
	Compressed Natural Gas \$0.06684 per Ccf
	Electrical Cogeneration For the First 5,000Ccf/month \$0.07720 per Ccf
	For the Next 35,000 Ccf/month \$0.06850 per Ccf
	For the Next 60,000 Ccf/month \$0.05524 per Ccf
	All Over 100,000 Ccf/month \$0.04016 per Ccf
	ADDITIONAL CHARGES
	1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.
	2) A charge will be made each month to recover the cost of any applicable franchise fees paid to the cities.
	3) In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the incorporated areas of the Central-Gulf Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer.
	4) The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE.
	5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT, if applicable.
	6) The billing of commercial transportation shall reflect adjustments in accordance with the provisions of the Conservation Adjustment Clause, Rate Schedule CAC and Rate Schedule 1C, if applicable.
	7) The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.
	8) The billing shall reflect adjustments in accordance with provisions of the Hurricane Harvey Surcharge Rider, Rate Schedule HARV-Rider, if applicable.
	SUBJECT TO
	1) Tariff T-TERMS, General Terms and Conditions for Transportation.
	2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Companys rate schedule which would otherwise be available to such customer.
	3) Subject to all applicable laws and orders, and the Companys rules and regulations on file with the regulatory authority.
	Footnote 1: 2020 IRA - \$10.04 (Gas Utilities Case No. 00005813); 2021 IRA - \$9.07 (Gas Utilities Case No. 00008748); 2022 IRA - \$11.48 (Gas Utilities Case No. 00012592); 2023 IRA - \$12.16 (Gas Utilities Case No. 00016275)
	Footnote 2: 2020 IRA - \$164.48 (Gas Utilities Case No. 00005813); 2021 IRA - \$137.93 (Gas Utilities Case No. 00008748); 2022 IRA - \$166.83 (Gas Utilities Case No. 00012592); 2023 IRA - \$215.21 (Gas Utilities Case No. 00016275)
	Footnote 3: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592); 2023 IRA - \$22.21 (Gas Utilities Case No. 00016275)
	Footnote 4: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592); 2023 IRA - \$22.21 (Gas Utilities Case No. 00016275)
	Footnote 5: 2020 IRA - \$133.74 (Gas Utilities Case No. 00005813); 2021 IRA - \$113.60 (Gas Utilities Case No. 00008748); 2022 IRA - \$143.83 (Gas Utilities Case No. 00012592); 2023 IRA - \$228.91 (Gas Utilities Case No. 00016275)
	Footnote 6: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592); 2023 IRA - \$22.21 (Gas Utilities Case No. 00016275)
	Meters Read On and After May 24, 2024
	Supersedes Rate Schedule Dated May 25, 2023 (CGSA Cities except Mustang Ridge) January 15, 2024 (City of Mustang Ridge)
T-TERMS-CenGulf-IS	Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS Central-Gulf Service Area
	GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE
	1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE
	Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 11090
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service.</p> <p>1.2 DEFINITIONS</p> <p>The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Company's incremental cost to purchase natural gas.</p> <p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.</p> <p>Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.</p> <p>Commission or The Commission: The Railroad Commission of Texas. Company: Texas Gas Service Company, a Division of ONE Gas, Inc.</p> <p>Consumption Period: Shall mean a volumetric billing period.</p> <p>Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.</p> <p>Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.</p> <p>Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day. Dekatherm (Dth): Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis. Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.</p> <p>Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.</p> <p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.</p> <p>Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.</p> <p>Mcf: Shall mean 1,000 cubic feet of Gas.</p> <p>Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.</p> <p>Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.</p> <p>Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.</p> <p>PDA: Shall mean a predetermined allocation method.</p> <p>Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.</p> <p>Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.</p> <p>Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.</p> <p>Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.</p> <p>Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.</p> <p>Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Central-Gulf Service Area, or the Railroad Commission of Texas, as applicable.</p> <p>Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.</p> <p>Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.</p> <p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.</p> <p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 COMPANY'S RESPONSIBILITY</p> <p>Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK). a) In no event shall Company be required to</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 11090
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>expand, modify, construct, rearrange, or change the operations of the Pipeline System in order to receive gas from or on behalf of Customer or in order to deliver gas to Customer at any existing Points of Delivery. Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System.</p> <p>1.4 CUSTOMER'S RESPONSIBILITY</p> <p>Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Gas received by Company for the Customer shall be free from all adverse claims, liens, and encumbrances; b) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas; c) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer; d) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company; e) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.5; f) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service; g) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and h) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.5 QUALIFIED SUPPLIER'S RESPONSIBILITY</p> <p>Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion. b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination. c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period. d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Customer shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable. e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p> <p>1.6 IMBALANCES</p> <p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 11090
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>Meters Read On and After August 4, 2020 (CGSA except Bastrop Env., Buda Inc., Marble Falls and Pflugerville) September 15, 2022 (Bastrop Env., Buda Inc., Marble Falls and Pflugerville) January 15, 2024 (Hutto Env. and Mustang Ridge)</p> <p>Supersedes Rate Schedules Dated October 26, 2016 (Cities of Austin, Bee Cave, Cedar Park, Dripping Springs, Kyle, Lakeway, Rollingwood, Sunset Valley, and West Lake Hills, TX) January 6, 2017 (Cities of Cuero, Gonzales, Lockhart, Luling, Nixon, Shiner, and Yoakum, TX) November 23, 2016 (Unincorporated Areas of the Central Texas Service Area) May 9, 2016 (Incorporated and Unincorporated Areas of the Gulf Coast Service Area) May 22, 2019 (City of Beaumont)</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>
92884	D	MCF	\$.4198	06/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9607	**CONFIDENTIAL**			
92882	D	MCF	\$.4198	06/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9607	**CONFIDENTIAL**			
92883	D	MCF	\$.4198	06/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	9607	**CONFIDENTIAL**			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 11090

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

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service.

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: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 19303**

DESCRIPTION: Distribution Transportation **STATUS: A**
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 01/31/2024
INITIAL SERVICE DATE: 01/01/2007 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 01/15/2024
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): MUSTANG RIDGE ` ENV, HUTTO ` ENV are part of Central-Gulf Svc Area eff 1/15/2024 and are added to all current CGSA rate sched.
OTHER(EXPLAIN): Eff. 8/4/2020 new T-TERMS per Central-Gulf ISOS Consolidation Rate Case appvd via GUD 10928

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
28412	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 19303
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
CT-T-28-OS-MB	<p>RATES 4.1</p> <p>Subject to the other provisions of this Agreement, beginning on January 1, 2007, Shipper shall pay to Transporter each month, for each MMBtu of Gas redelivered by Transporter to Shipper at the above-described Point(s) of Redelivery during the preceding month, the sum of the following transportation fee and other costs:</p> <p>(a) A monthly customer charge of \$150.00 per month. For all volumes redelivered each month \$1.151 per MMBtu; plus</p> <p>(b) All amounts for any taxes attributable to the volumes redelivered to Shipper (including, but not limited to Texas utilities Code 122.051 (Tax), fees, and Shipper's lost and unaccounted-for obligation unless Shipper has furnished Transporter satisfactory certificates showing that Shipper is exempt from any such taxes or fees; plus</p> <p>(c) Any third party demand charges, transport or service fees paid by Transporter on behalf of Shipper associated with the transportation of gas hereunder; plus</p> <p>(d) A lost and unaccounted for allowance of 2% will be added to the volumes redelivered each month to Shipper's distribution customers. 4.2 The costs described in Paragraph 4.1 above may be adjusted from time to time to reflect any changes, as determined by Transporter, in such costs. Transporter's General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad commission of Texas as amended from time to time shall apply to this Agreement.</p>
T-TERMS-CenGulf-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS Central-Gulf Service Area</p> <p style="text-align: center;">GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE</p> <p>Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service.</p> <p>1.2 DEFINITIONS</p> <p>The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Company's incremental cost to purchase natural gas.</p> <p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.</p> <p>Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.</p> <p>Commission or The Commission: The Railroad Commission of Texas. Company: Texas Gas Service Company, a Division of ONE Gas, Inc.</p> <p>Consumption Period: Shall mean a volumetric billing period.</p> <p>Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.</p> <p>Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.</p> <p>Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day. Dekatherm (Dth): Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis. Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.</p> <p>Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.</p> <p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.</p> <p>Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.</p> <p>Mcf: Shall mean 1,000 cubic feet of Gas.</p> <p>Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 19303
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month. Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month. Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas. PDA: Shall mean a predetermined allocation method. Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas. Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer. Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer. Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery. Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company`s pipeline system. Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Central-Gulf Service Area, or the Railroad Commission of Texas, as applicable. Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff. Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder. Transportation Form: Shall mean the Company approved selection of transportation service document. Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company`s distribution system. Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company`s distribution system. Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday. Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 COMPANY`S RESPONSIBILITY</p> <p>Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK). a) In no event shall Company be required to expand, modify, construct, rearrange, or change the operations of the Pipeline System in order to receive gas from or on behalf of Customer or in order to deliver gas to Customer at any existing Points of Delivery. Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System.</p> <p>1.4 CUSTOMER`S RESPONSIBILITY</p> <p>Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Gas received by Company for the Customer shall be free from all adverse claims, liens, and encumbrances; b) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys` fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas; c) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer`s gas or the facilities of the Customer or others containing such gas prior to receipt into Company`s facilities or after delivery to the Customer; d) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company; e) Customer acknowledges the Qualified Supplier`s responsibilities under Section 1.5; f) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company`s sole discretion, delay Customer`s request to resume transportation service; g) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company`s sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and h) In the event Customer`s source of gas supply is terminated by Customer`s Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.5 QUALIFIED SUPPLIER`S RESPONSIBILITY</p> <p>Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer`s agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers` volumes for balancing purposes, into Aggregation Areas, as determined, in the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 19303
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company's sole discretion.

b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.

c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.

d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Customer shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable.

e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.

1.6 IMBALANCES

Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.

a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.

b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.

c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.

d) A proportional share of any upstream pipeline transportation service charges and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.

e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.

f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.

g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.

h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.

Meters Read On and After

August 4, 2020 (CGSA except Bastrop Env., Buda Inc., Marble Falls and Pflugerville)

September 15, 2022 (Bastrop Env., Buda Inc., Marble Falls and Pflugerville)

January 15, 2024 (Hutto Env. and Mustang Ridge)

Supersedes Rate Schedules Dated

October 26, 2016 (Cities of Austin, Bee Cave, Cedar Park, Dripping Springs, Kyle, Lakeway, Rollingwood, Sunset Valley, and West Lake Hills, TX)

January 6, 2017 (Cities of Cuero, Gonzales, Lockhart, Luling, Nixon, Shiner, and Yoakum, TX)

November 23, 2016 (Unincorporated Areas of the Central Texas Service Area)

May 9, 2016 (Incorporated and Unincorporated Areas of the Gulf Coast Service Area)

May 22, 2019 (City of Beaumont)

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 19303

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>
66215	D	MCF	\$.0000	01/01/2007	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	28412	**CONFIDENTIAL**			

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

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

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: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 19504

DESCRIPTION: Distribution Transportation **STATUS:** A
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: 02/01/2007 **RECEIVED DATE:** 10/14/2024
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 09/01/2024
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): Revisions to delivery point rate effective 9/1/2024

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
28612	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 19504
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
RGV-T-32-ISOS-2506	<p>RGV-T-32-ISOS-25066 RATE COMPONENTS Transportation Period: September 1, 2024 through August 31, 2026; month to month thereafter until terminated by either party with thirty (30) days written notice. Points of Receipt: Any existing delivery points into Transporter's distribution system as mutually agreed upon by Transporter, Shipper and Shipper's supplier. Cost of Service Rate: All Mcf per monthly billing period as follows:</p> <p>September 1, 2024 -August 31, 2025: \$0.42 per Mcf September 1, 2025 -August 31, 2026: \$0.4961 per Mcf</p> <p>Customer and Additional Charges: \$2,500.00 per meter per month Other Charges: Applicable franchise fees Fuel Charge: .50% Daily Balancing Provisions: Actual deliveries above or below the daily scheduled volumes. 0-10% MMBtu per day variance - \$.25 per MMBtu. Greater than 10% - \$.30 per MMBtu The company will provide monthly imbalance statements along with calculations of the charges in accordance with the daily balancing provisions. Special Provisions: Section 1.4 B of the General Terms and Conditions for Transportation Service is replaced with the following:</p> <p>To the extent allowed by Texas law, Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas; Notwithstanding other provisions of this agreement or any Gas Transportation Order that may be entered during the term of this agreement, Section 1.6 a, b, and c of the General Terms and Conditions for Transportation Service is not applicable to this agreement.</p> <p>Replace Section 1.6 D of the General Terms and Conditions for Transportation Service with: Upstream pipeline transportation service charges and penalties incurred by the Company including, without limitation, critical day, Operational Flow Order OFO penalties as well as any interest assessed on any such service charges or penalties, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s) or as a result of Customer's failure to comply with an Action Alert or OFO issued by an upstream pipeline. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service. Transporter's General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad Commission of Texas as amended from time to time shall apply to this Agreement except as otherwise set forth in the special provisions of this Agreement.</p>
T-TERMS-RGV-ISOS	<p>TEXAS GAS SERVICE COMPANY Rio Grande Valley Service Area RATE SCHEDULE T-TERMS</p> <p style="text-align: center;">GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Companys Rio Grande Valley distribution system within the Incorporated and Unincorporated Areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos, and the unincorporated areas of Jim Hogg and Starr counties, Texas.</p> <p>1.2 DEFINITIONS The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Companys incremental cost to purchase natural gas. Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Agreement: Shall mean any Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply. Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu. Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for. Commission or The Commission: The Railroad Commission of Texas.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 19504
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company: Texas Gas Service Company, a Division of ONE Gas, Inc. Consumption Period: Shall mean a volumetric billing period. Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Suppliers Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit. Customer: Any person or organization now being billed for gas service whether used by him or her, or by others. Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day. Dekatherm (Dth): Shall mean 1,000,000 Btus (1 MMBtu). This unit will be on a dry basis. Electronic Flow Measurement (EFM): A device that remotely reads a gas meter. Electric Generation Service: Electric generation assets that are registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and/or backup power systems. Firm Service: Services offered to Customers (regardless of class of service) under schedules or contracts that anticipate no interruptions. Service may be interrupted or curtailed at the discretion of the Company during Force Majeure events. Force Majeure: If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance. Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof. Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual. Mcf: Shall mean 1,000 cubic feet of Gas Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month. Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month. Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas. PDA: Shall mean a predetermined allocation method. Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas. Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer. Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer. Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery. Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Companys pipeline system. Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Rio Grande Valley Service Area, or the Railroad Commission of Texas, as applicable. Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff. Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder. Transportation Form: Shall mean the Company approved selection of transportation service document. Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Companys distribution system. Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Companys distribution system. Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday. Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 RESTRICTIONS AND RESERVATIONS a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customers actions. Customers Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance, or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.</p> <p>c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Companys sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.</p> <p>d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Companys transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.</p> <p>e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.</p> <p>f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.</p> <p>1.4 COMPANYS RESPONSIBILITY Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a Company designated Point of Receipt, less Payment in Kind (PIK).</p> <p>1.5 CUSTOMERS RESPONSIBILITY Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;</p> <p>b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customers gas or the facilities of the Customer or others containing such gas prior to receipt into Companys facilities or after delivery to the Customer;</p> <p>c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;</p> <p>d) Customer acknowledges the Qualified Suppliers responsibilities under Section 1.6;</p> <p>e) Transportation Service is not available for a term less than 12- months. Termination of transportation service may, at the Companys sole discretion, delay Customers request to resume transportation service;</p> <p>f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Companys sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and</p> <p>g) In the event Customers source of gas supply is terminated by Customers Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30-calendar days advance written notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.6 QUALIFIED SUPPLIERS RESPONSIBILITY Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into Company designated Points of Receipt and shall act as the Customers agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers volumes for balancing purposes, into Aggregation Areas, as determined, in the Companys sole discretion.</p> <p>b) Qualified Supplier shall submit nominations to the Companys gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customers facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.</p> <p>c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 19504
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

near to zero imbalance as practicable. e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Companys applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.

1.7 IMBALANCES

Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.

- a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.
- b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.
- c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.
- d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Suppliers scheduling and/or managing the upstream transportation of the Customers gas to Companys interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Suppliers receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.
- e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.
- f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.
- g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.
- h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.

1.8 LACK OF LIABILITY

- a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Companys negligence arising out of or incident to the furnishing of gas to any Consumer.
- b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants, employees, or other persons.
- c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.
- d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such partys obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.
- e) If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the

GAS SERVICES DIVISION

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RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 19504**

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Companys sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Companys sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.
	Meters Read On and After January 30, 2024
	Supersedes Rate Schedule Dated October 18, 2017 (Incorp.) March 27, 2018 (Env.)

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>
113328	D	MMBtu	\$,4200	09/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	28612	**CONFIDENTIAL**			

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

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

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: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 23479

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO: 845951

ORIGINAL CONTRACT DATE: 08/26/2024 **RECEIVED DATE:** 09/17/2024

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:** 03/27/2024

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:** 14399RC, 17353GRIP

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): Eff. 3/27/24, new PIT Rider rate approved via Case 14399 and Pipeline Safety Fee rate is \$1.00/meter billed during April-24 cycles.

OTHER(EXPLAIN): Eff. 8/26/2024, new Customer Chg per 2024 GRIP Filing for RGV Svc Area, apprvd via Case No. 00017353

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado

TITLE: Rates Coordinator

ADDRESS LINE 1: 1301 South Mopac Expressway

ADDRESS LINE 2: IV Barton Skyway, Suite 400

CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**

AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
32237	Firm transportation customers in the Environs of Rio Grande Valley Service Area	N	

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RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 23479
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PIT-RGV-ISOS	<p>TEXAS GAS SERVICE COMPANY Rio Grande Valley Service Area RATE SCHEDULE PIT</p> <p style="text-align: center;">PIPELINE INTEGRITY TESTING (PIT) RIDER</p> <p>PURPOSE The purpose of this Pipeline Integrity Testing Rider is to promote the public interest in pipeline safety by enabling Texas Gas Service Company, a Division of ONE Gas, Inc. (TGS or the Company) to recover the reasonable and necessary Pipeline Integrity Safety Testing expenses incurred by the Company during the prior year (including contractor costs but excluding the labor cost of TGS employees. These legally mandated operating and maintenance expenses shall be recovered through a separate monthly volumetric charge (the Pipeline Integrity Testing or PIT Surcharge) that shall be shown as a separate line item on the customers monthly bill and calculated for each customer class as described below. Capital expenditures associated with the Pipeline Integrity Program shall continue to be recovered through base rates and any interim rate adjustments implemented pursuant to Section 104.301 of the Texas Utilities Code. APPLICABILITY This Rider shall be applied to all gas sales and transportation customers within the service territory designated below, except special contract customers.</p> <p>TERRITORY This Rider shall apply to the following gas sales and standard transportation rate schedules of the Companys Rio Grande Valley Service Area (RGVSA), within the incorporated and unincorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos, and the unincorporated areas of Jim Hogg and Starr counties, Texas: 10, 15, 20, 25, 30, 40, C-1, 1Z, 1Y, 2Z, 2Y, 3Z, 4Z, C-1-ENV, T-1, and T-1-ENV.</p> <p>QUALIFYING EXPENSES This Rider applies only to the legally mandated safety testing of the Companys transmission lines in the RGVSA under the Pipeline Integrity Safety Testing Program. The operating and maintenance expense items that qualify for recovery under this Rider shall include the contractor costs associated with land and leak survey, permitting, and job order preparation and completion; the clearing of right-of-way; any needed notifications to adjacent businesses and residences; traffic control equipment and personnel; Direct Current Voltage Gradient (DCVG), Close Interval (CI), and other surveys to ensure the integrity of the pipeline system; any required rigid bypasses; flushing of the lines and testing and disposal of the flush water; hydrostatic testing of the lines and analysis and disposal of the test water; any required pigging of the lines in connection with safety testing; any required x-ray welding; metallurgical testing of the pipeline or components thereof; site restoration, painting, and clean-up; expenses associated with providing a supply of compressed natural gas (CNG) to ensure uninterrupted service to customers during testing; and any other operating and maintenance expenses reasonably necessary to safely and effectively perform required safety testing of the Companys pipelines in the RGVSA. Neither capital expenditures by the Company, nor the labor cost of TGS employees, shall be recovered under this Rider.</p> <p>CALCULATION OF PIT SURCHARGES The Pipeline Integrity Testing Surcharges established under this Rider shall be designed so as to recover the Total Testing Expense incurred in the prior year for Pipeline Integrity Safety Testing, and shall be calculated as follows: The Total Annual Testing Expense shall be divided by the estimated average annual usage to produce the annual PIT Surcharge. PIT Surcharge = Total Annual Testing Expense Estimated Annual Usage Based upon customer data for the prior calendar year and any other relevant factors, the estimated annual usage may be revised annually to account for customer growth, and the resulting revised PIT Surcharge shall be applied to each class for the ensuing 12-month recovery period.</p> <p>ANNUAL RECONCILIATION After completion of each annual recovery period, the total revenues collected under this Rider for that year shall be reconciled against the revenues previously calculated to be collected for that year, and the PIT Surcharge for each class shall be adjusted upward or downward so that the Company recovers any underrecoveries or refunds any overrecoveries that may have accrued under the Rider, plus monthly interest on those underrecoveries or overrecoveries at the cost of long-term debt approved in the Companys most recent general rate case in which rates were set for application to customers in the RGVSA. The reconciliation shall be filed with the regulatory authority on or before February 1st of each year, and the regulatory authority shall complete its review of the reconciliation on or before March 21st of each year, so that the Company can implement the reconciled PIT Surcharges beginning with the first billing cycle for April of each succeeding year.</p> <p>DEFERRED ACCOUNTING The Company is authorized and directed to defer, as a regulatory asset, all Pipeline Integrity Safety Testing expenses incurred during the testing cycle starting on January 1, 2016, and all revenues specifically collected under this Rider shall be applied to the deferred expense account. The Company shall not earn a return on any regulatory asset created under this provision, and no such regulatory asset shall be included in the Companys invested capital (rate base) for ratemaking purposes.</p> <p>ANNUAL REPORT & APPLICABLE PSCC On or before February 1st after each calendar year, the Company shall file a report with the Commission and the RGVSA Cities</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 23479**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PIT-Rider-RGV-ISOS	<p>showing all Pipeline Integrity Safety Testing expenses incurred during the previous calendar year and verifying the prior years collections and any underrecoveries or overrecoveries accruing to date under this Rider. The report shall separately identify and list such expenses by account number and project number. Prior to the effective date of this Rider and on or before February 1st of each succeeding year while this Rider is in effect, the Company shall also file an Addendum to this Rider with the Commission and the RGVSA Cities (a) identifying the PIT Surcharges that will be applied during the ensuing 12-month recovery period from April through March billing cycles, and (b) providing the underlying data and calculations on which each PIT Surcharge for that period is based.</p> <p>The Company shall file the report with the Commission electronically at GUD_Compliance@rrc.texas.gov or at the following address:</p> <p>Director of Oversight and Safety Division Gas Services Department Railroad Commission of Texas P.O. Box 12967 Austin, TX 78711-2967</p> <p>NOTICE TO AFFECTED CUSTOMERS In addition to the annual report and Addendum to this Rider required above, the Company shall provide, on or before March 31st after each calendar year, written notice to each affected customer of (a) the PIT Surcharge that will be applied during the ensuing 12-month period from April through March billing cycles, and (b) the effect the PIT Surcharge is expected to have on the average monthly bill for each affected customer class. The written notice shall be provided in both English and Spanish, shall be the only information contained on the piece of paper on which it is printed, and may be provided either by separate mailing or by insert included with the Company's monthly billing statements, including electronic billing statements. The Company shall also electronically file an affidavit annually with the Commission and the RGVSA Cities certifying that notice has been provided to customers in this manner. The notice shall be presumed to be complete three calendar days after the date the separate mailing or billing statement is deposited in a postage-paid, properly addressed wrapper in a post office or official depository under care of the United States Postal Service. The initial notice shall be filed with, reviewed, and approved by the regulatory authority, and each subsequent notice shall follow the same format as that of the approved initial notice.</p> <p>Meters Read On and After January 30, 2024</p> <p>Supersedes Rate Schedule Dated October 18, 2017 (Incorp.) March 27 2018 (Env.)</p> <p>Texas Gas Service Company, a Division of ONE Gas, Inc. Rio Grande Valley Service Area RATE SCHEDULE PIT-RIDER</p>
	<p style="text-align: center;">PIPELINE INTEGRITY TESTING (PIT) SURCHARGE RIDER</p> <p>A. APPLICABILITY The Pipeline Integrity Testing Surcharge (PIT) rate as set forth in Section (B) below is for the recovery of costs associated with pipeline integrity testing as defined in Rate Schedule PIT. This rate shall apply to the following gas sales and standard transportation rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc. currently in force in the Company's Rio Grande Valley Service Area (RGVSA) within the incorporated and unincorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos and the unincorporated areas of Jim Hogg and Starr counties, Texas.: 10, 15, 20, 25, 30, 40, C-1, T-1, IZ, IY, 2Z, 2Y, 3Z, 4Z, C-1-ENV, and T-1- ENV.</p> <p>B. PIT RATE \$0.03751 per Ccf This rate will be in effect until all approved and expended pipeline integrity testing expenses are recovered under the applicable rate schedules.</p> <p>C. OTHER ADJUSTMENTS Taxes: Plus applicable taxes and fees (including franchise fees) related to above. D. CONDITIONS Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.</p> <p>Meters Read On and After March 27, 2024</p> <p>Supersedes Rate Schedule Dated J January 30, 2024 Texas Gas Service Company, a Division of ONE Gas, Inc.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 23479

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>	
PSF-ALL-ISOS-PSAF	All Service Areas	RATE SCHEDULE PSF
	PIPELINE SAFETY AND REGULATORY PROGRAM FEES	
	TEXAS ADMINISTRATIVE CODE	
	TITLE 16	ECONOMIC REGULATION
	PART 1	RAILROAD COMMISSION OF TEXAS
	CHAPTER 8	PIPELINE SAFETY REGULATIONS
	SUBCHAPTER C	REQUIREMENTS FOR GAS PIPELINES ONLY
	Rule Section 8.201	Pipeline Safety and Regulatory Program Fees
	<p>(a) Application of fees. Pursuant to Texas Utilities Code, 121.211, the Commission establishes a pipeline safety and regulatory program fee, to be assessed annually against operators of natural gas distribution pipelines and pipeline facilities and natural gas master metered pipelines and pipeline facilities subject to the Commission's jurisdiction under Texas Utilities Code, Title 3. The total amount of revenue estimated to be collected under this section does not exceed the amount the Commission estimates to be necessary to recover the costs of administering the pipeline safety and regulatory programs under Texas Utilities Code, Title 3, excluding costs that are fully funded by federal sources for any fiscal year.</p> <p>(b) Natural gas distribution systems. The Commission hereby assesses each operator of a natural gas distribution system an annual pipeline safety and regulatory program fee of \$1.00 for each service (service line) in service at the end of each calendar year as reported by each system operator on the U.S. Department of Transportation (DOT) Gas Distribution Annual Report, Form PHMSA F7100.1-1 due on March 15 of each year.</p> <p>(1) Each operator of a natural gas distribution system shall calculate the annual pipeline safety and regulatory program total to be paid to the Commission by multiplying the \$1.00 fee by the number of services listed in Part B, Section 3, of Form PHMSA F7100.1-1, due on March 15 of each year.</p> <p>(2) Each operator of a natural gas distribution system shall remit to the Commission on March 15 of each year the amount calculated under paragraph (1) of this subsection.</p> <p>(3) Each operator of a natural gas distribution system shall recover, by a surcharge to its existing rates, the amount the operator paid to the Commission under paragraph (1) of this subsection. The surcharge:</p> <p>(A) shall be a flat rate, one-time surcharge;</p> <p>(B) shall not be billed before the operator remits the pipeline safety and regulatory program fee to the Commission;</p> <p>(C) shall be applied in the billing cycle or cycles immediately following the date on which the operator paid the Commission;</p> <p>(D) shall not exceed \$1.00 per service or service line (For the calendar year 2023 annual pipeline safety and regulatory program fee, billed effective with meters read on and after March 27, 2024, Texas Gas Service Company, a Division of ONE Gas, Inc. will bill all customers a one-time customer charge per bill of \$1.00, based on \$1.00 per service line); and</p> <p>(E) shall not be billed to a state agency, as that term is defined in Texas Utilities Code, 101.003.</p> <p>(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each operator of a natural gas distribution system shall file with the Commission's Oversight and Safety Division a report showing:</p> <p>(A) the pipeline safety and regulatory program fee amount paid to the Commission;</p> <p>(B) the unit rate and total amount of the surcharge billed to each customer;</p> <p>(C) the date or dates on which the surcharge was billed to customers; and</p> <p>(D) the total amount collected from customers from the surcharge. Reports for the Commission shall be filed electronically at GUD_Compliance@rrc.texas.gov or at the following address: Compliance Filing Director of Oversight and Safety Division Gas Services Department Railroad Commission of Texas P.O. Box 12967 Austin, Texas 78711-2967</p> <p>(5) Each operator of a natural gas distribution system that is a utility subject to the jurisdiction of the Commission pursuant to Texas Utilities Code, Chapters 101 - 105, shall file a generally applicable tariff for its surcharge in conformance with the requirements of 7.315 of this title (relating to Filing of Tariffs).</p> <p>(6) Amounts recovered from customers under this subsection by an investor-owned natural gas distribution system or a cooperatively owned natural gas distribution system shall not be included in the revenue or gross receipts of the system for the purpose of calculating municipal franchise fees or any tax imposed under Subchapter B, Chapter 182, Tax Code, or under Chapter 122, nor shall such amounts</p>	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 23479
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>be subject to a sales and use tax imposed by Chapter 151, Tax Code, or Subtitle C, Title 3, Tax Code.</p> <p>(c) Natural gas master meter systems. The Commission hereby assesses each natural gas master meter system an annual pipeline safety and regulatory program fee of \$100 per master meter system.</p> <p>(1) Each operator of a natural gas master meter system shall remit to the Commission the annual pipeline safety and regulatory program fee of \$100 per master meter system no later than June 30 of each year.</p> <p>(2) The Commission shall send an invoice to each affected natural gas master meter system operator no later than April 30 of each year as a courtesy reminder. The failure of a natural gas master meter system operator to receive an invoice shall not exempt the natural gas master meter system operator from its obligation to remit to the Commission the annual pipeline safety and regulatory program fee on June 30 each year.</p> <p>(3) Each operator of a natural gas master meter system shall recover as a surcharge to its existing rates the amounts paid to the Commission under paragraph (1) of this subsection.</p> <p>(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each natural gas master meter system operator shall file with the Oversight and Safety Division a report showing:</p> <p>(A) the pipeline safety and regulatory program fee amount paid to the Commission;</p> <p>(B) the unit rate and total amount of the surcharge billed to each customer;</p> <p>(C) the date or dates on which the surcharge was billed to customers; and</p> <p>(D) the total amount collected from customers from the surcharge.</p> <p>(d) Late payment penalty. If the operator of a natural gas distribution system or a natural gas master meter system does not remit payment of the annual pipeline safety and regulatory program fee to the Commission within 30 days of the due date, the Commission shall assess a late payment penalty of 10 percent of the total assessment due under subsection (b) or (c) of this section, as applicable, and shall notify the operator of the total amount due to the Commission.</p> <p>Source Note: The provisions of this 8.201 adopted to be effective September 8, 2003, 28 TexReg 7682; amended to be effective November 24, 2004, 29 TexReg 10733; amended to be effective May 15, 2005, 30 TexReg 2849; amended to be effective December 19, 2005, 30 TexReg 8428; amended to be effective April 18, 2007, 32 TexReg 2136; amended to be effective November 12, 2007, 32 TexReg 8121; amended to be effective September 21, 2009, 34 TexReg 6446; amended to be effective August 30, 2010, 35 TexReg 7743; amended to be effective November 14, 2011, 36 TexReg 7663; amended to be effective November 11, 2013, 38 TexReg 7947; amended to be effective January 6, 2020, 45 TexReg 121</p> <p>Meters Read On and After March 27, 2024</p> <p>Supersedes Same Sheet Dated March 28, 2023</p> <p>RCE-Rider-RGV-OS Texas Gas Service Company, a Division of ONE Gas, Inc. Rio Grande Valley Service Area RATE SCHEDULE RCE - ENV</p> <p>A. APPLICABILITY The Rate Case Expense Surcharge (RCE) rate as set forth in Section (B) below is pursuant to Gas Utilities Case No. 14399: Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc. to Increase Gas Utility Rates Within the Unincorporated Areas of the Rio Grande Valley Service Area, Final Order Finding of Fact No. 65-75. This rate shall apply to the following rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc. in the unincorporated areas of the Rio Grande Valley Service Area which includes Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos and the unincorporated areas of Jim Hogg and Starr counties, Texas: 1Z, 1Y, 2Z, 2Y, 3Z, 4Z, C-1-ENV, and T-1-ENV.</p> <p>B. RCE RATE All Ccf during each billing period: \$ 0.0037 per Ccf This rate will be in effect until all approved and expended rate case expenses are recovered under the applicable rate schedules. Texas Gas Service Company, a Division of ONE Gas, Inc. will recover \$474,079.11 in actual expense and up to \$36,008.50 in estimated expenses. The Rate Case Expense Surcharge will be a separate line item on the bill.</p> <p>C. OTHER ADJUSTMENTS</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 23479**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Taxes: Plus applicable taxes and fees related to above.</p> <p>D. CONDITIONS Subject to all applicable laws and orders, and the Companys rules and regulations on file with the regulatory authority.</p> <p>E. COMPLIANCE The Company shall file an annual rate case expense reconciliation report within ninety (90) days after each calendar year end until and including the calendar year end in which the rate case expenses are fully recovered. The Company shall file the report with the Commission addressed to the Director of Oversight and Safety Division, Gas Services Department and referencing Gas Utilities Case No. 14399 Rate Case Expense Recovery Report. The report shall detail the monthly collections for RCE surcharge by customer class and show the outstanding balance.</p> <p>Reports for the Commission should be filed electronically at GUD_Compliance@rrc.texas.gov or at the following address:</p> <p>Compliance Filing Director of Oversight and Safety Division Gas Services Dept. Railroad Commission of Texas P.O. Box 12967 Austin, TX 78711-2967</p> <p>Initial Rate Schedule Meters Read On and After January 30, 2024</p>
T-1-ENV-RGV-OS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc Rio Grande Valley Service Area</p> <p style="text-align: right;">RATE SCHEDULE T-1-ENV TRANSPORTATION SERVICE RATE</p> <p>APPLICABILITY</p> <p>Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY</p> <p>Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys unincorporated areas of the Rio Grande Valley Service Area distribution system which includes the environs of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos and the unincorporated areas of Jim Hogg and Starr counties, Texas. Such service shall be provided at any point on the Companys System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE</p> <p>During each monthly billing period, a customer charge per meter per month listed by customer class as follows:</p> <p>Commercial \$500.00 per month Plus Interim Rate Adjustment \$24.31 (Footnote 1) Total \$524.31</p> <p>Industrial \$1,000.00 per month Plus Interim Rate Adjustment \$202.11 (Footnote 2) Total \$1,202.11</p> <p>Public Authority \$2,500.00 per month Plus Interim Rate Adjustment \$23.37 (Footnote 3) Total \$2,523.37</p> <p>Electric Generation \$500.00 per month Plus Interim Rate Adjustment \$24.31 (Footnote 4) Total \$524.31</p> <p>Plus ` A delivery charge per monthly billing period listed by customer class as follows:</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 23479**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Commercial \$0.10770 per Ccf
	Industrial \$0.08722 per Ccf
	Public Authority \$0.00840 per Ccf
	Electric Generation \$0.10770 per Ccf

ADDITIONAL CHARGES

1. A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.
2. A charge will be made each month to recover the cost of any applicable taxes.
3. In the event the Company incurs a demand charge, balancing service rate, or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the Rio Grande Valley Service Area, the customer may be charged its proportionate share of the demand charge, balancing service rate, or reservation charge based on benefit received by the customer.
4. The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE-ENV.
5. The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedules PIT and PIT-Rider.
6. The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety and Regulatory Program Fees Rider, Rate Schedule PSF, if applicable.

SUBJECT TO

1. Tariff T-TERMS, General Terms and Conditions for Transportation Service.
2. Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Companys rate schedule which would otherwise be available to such customer.
3. The Agreement is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies.
4. The Agreement shall be interpreted under Texas law.

Footnote 1: 2023 IRA - \$24.31 (Case No. 00017353)
 Footnote 2: 2023 IRA - \$202.11 (Case No. 00017353)
 Footnote 3: 2023 IRA - \$23.37 (Case No. 00017353)
 Footnote 4: 2023 IRA - \$24.31 (Case No. 00017353)

Meters Read On and After
 August 26, 2024

Supersedes Rate Schedule Dated
 January 30, 2024

T-TERMS-RGV-ISOS

TEXAS GAS SERVICE COMPANY
 Rio Grande Valley Service Area
 RATE SCHEDULE T-TERMS

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION

SERVICE

1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE

Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Companys Rio Grande Valley distribution system within the Incorporated and Unincorporated Areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos, and the unincorporated areas of Jim Hogg and Starr counties, Texas.

1.2 DEFINITIONS

The following definitions shall apply to the indicated words as used in this Tariff:

Adder: Shall mean the Companys incremental cost to purchase natural gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 23479
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Agreement: Shall mean any Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply.</p> <p>Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.</p> <p>Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.</p> <p>Commission or The Commission: The Railroad Commission of Texas.</p> <p>Company: Texas Gas Service Company, a Division of ONE Gas, Inc.</p> <p>Consumption Period: Shall mean a volumetric billing period.</p> <p>Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Suppliers Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.</p> <p>Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.</p> <p>Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day.</p> <p>Dekatherm (Dth): Shall mean 1,000,000 Btus (1 MMBtu). This unit will be on a dry basis.</p> <p>Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.</p> <p>Electric Generation Service: Electric generation assets that are registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and/or backup power systems.</p> <p>Firm Service: Services offered to Customers (regardless of class of service) under schedules or contracts that anticipate no interruptions. Service may be interrupted or curtailed at the discretion of the Company during Force Majeure events.</p> <p>Force Majeure: If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.</p> <p>Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.</p> <p>Mcf: Shall mean 1,000 cubic feet of Gas</p> <p>Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.</p> <p>Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.</p> <p>Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.</p> <p>PDA: Shall mean a predetermined allocation method.</p> <p>Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.</p> <p>Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.</p> <p>Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.</p> <p>Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.</p> <p>Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.</p> <p>Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Rio Grande Valley Service Area, or the Railroad Commission of Texas, as applicable.</p> <p>Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.</p> <p>Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.</p> <p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 23479
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 RESTRICTIONS AND RESERVATIONS</p> <p>a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customers actions. Customers Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.</p> <p>b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance, or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.</p> <p>c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Companys sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.</p> <p>d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Companys transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.</p> <p>e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.</p> <p>f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.</p> <p>1.4 COMPANYS RESPONSIBILITY</p> <p>Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a Company designated Point of Receipt, less Payment in Kind (PIK).</p> <p>1.5 CUSTOMERS RESPONSIBILITY</p> <p>Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;</p> <p>b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customers gas or the facilities of the Customer or others containing such gas prior to receipt into Companys facilities or after delivery to the Customer;</p> <p>c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;</p> <p>d) Customer acknowledges the Qualified Suppliers responsibilities under Section 1.6;</p> <p>e) Transportation Service is not available for a term less than 12- months. Termination of transportation service may, at the Companys sole discretion, delay Customers request to resume transportation service;</p> <p>f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Companys sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and</p> <p>g) In the event Customers source of gas supply is terminated by Customers Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30-calendar days advance written notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.6 QUALIFIED SUPPLIERS RESPONSIBILITY</p> <p>Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into Company designated Points of Receipt and shall act as the Customers agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers volumes for balancing purposes, into Aggregation Areas, as determined, in the Companys sole discretion.</p> <p>b) Qualified Supplier shall submit nominations to the Companys gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customers facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s),</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 23479
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>except as may be needed for balancing purposes to the extent Company accepts such nomination.</p> <p>c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable. e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Companys applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p> <p>1.7 IMBALANCES</p> <p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Suppliers scheduling and/or managing the upstream transportation of the Customers gas to Companys interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Suppliers receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>1.8 LACK OF LIABILITY</p> <p>a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Companys negligence arising out of or incident to the furnishing of gas to any Consumer.</p> <p>b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants, employees, or other persons.</p> <p>c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.</p> <p>d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such partys obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military;</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 23479**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>e) If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Companys sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Companys sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.</p> <p>Meters Read On and After January 30, 2024</p> <p>Supersedes Rate Schedule Dated October 18, 2017 (Incorp.) March 27, 2018 (Env.)</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>
75389	D	MCF	\$,0000	04/30/2007	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	32237	Firm transportation customers in the Environs of Rio Grande Valley Service Area			

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 23553

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO: 845951

ORIGINAL CONTRACT DATE: 08/26/2024 **RECEIVED DATE:** 09/17/2024

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:** 03/27/2024

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:** 14399RC, 17353GRIP

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): Eff. 3/27/24, new PIT Rider rate approved via Case 14399 and Pipeline Safety Fee rate is \$1.00/meter billed during April-24 cycles.

OTHER(EXPLAIN): Eff. 8/26/2024, new Customer Chg per 2024 GRIP Filing for RGV Svc Area, apprvd via Case No. 00017353

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado

TITLE: Rates Coordinator

ADDRESS LINE 1: 1301 South Mopac Expressway

ADDRESS LINE 2: IV Barton Skyway, Suite 400

CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**

AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
32478	Firm transportation customers in Incorporated Rio Grande Valley Service Area	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 23553
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PIT-RGV-ISOS	<p>TEXAS GAS SERVICE COMPANY Rio Grande Valley Service Area RATE SCHEDULE PIT</p> <p style="text-align: center;">PIPELINE INTEGRITY TESTING (PIT) RIDER</p> <p>PURPOSE The purpose of this Pipeline Integrity Testing Rider is to promote the public interest in pipeline safety by enabling Texas Gas Service Company, a Division of ONE Gas, Inc. (TGS or the Company) to recover the reasonable and necessary Pipeline Integrity Safety Testing expenses incurred by the Company during the prior year (including contractor costs but excluding the labor cost of TGS employees. These legally mandated operating and maintenance expenses shall be recovered through a separate monthly volumetric charge (the Pipeline Integrity Testing or PIT Surcharge) that shall be shown as a separate line item on the customers monthly bill and calculated for each customer class as described below. Capital expenditures associated with the Pipeline Integrity Program shall continue to be recovered through base rates and any interim rate adjustments implemented pursuant to Section 104.301 of the Texas Utilities Code. APPLICABILITY This Rider shall be applied to all gas sales and transportation customers within the service territory designated below, except special contract customers.</p> <p>TERRITORY This Rider shall apply to the following gas sales and standard transportation rate schedules of the Companys Rio Grande Valley Service Area (RGVSA), within the incorporated and unincorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos, and the unincorporated areas of Jim Hogg and Starr counties, Texas: 10, 15, 20, 25, 30, 40, C-1, 1Z, 1Y, 2Z, 2Y, 3Z, 4Z, C-1-ENV, T-1, and T-1-ENV.</p> <p>QUALIFYING EXPENSES This Rider applies only to the legally mandated safety testing of the Companys transmission lines in the RGVSA under the Pipeline Integrity Safety Testing Program. The operating and maintenance expense items that qualify for recovery under this Rider shall include the contractor costs associated with land and leak survey, permitting, and job order preparation and completion; the clearing of right-of-way; any needed notifications to adjacent businesses and residences; traffic control equipment and personnel; Direct Current Voltage Gradient (DCVG), Close Interval (CI), and other surveys to ensure the integrity of the pipeline system; any required rigid bypasses; flushing of the lines and testing and disposal of the flush water; hydrostatic testing of the lines and analysis and disposal of the test water; any required pigging of the lines in connection with safety testing; any required x-ray welding; metallurgical testing of the pipeline or components thereof; site restoration, painting, and clean-up; expenses associated with providing a supply of compressed natural gas (CNG) to ensure uninterrupted service to customers during testing; and any other operating and maintenance expenses reasonably necessary to safely and effectively perform required safety testing of the Companys pipelines in the RGVSA. Neither capital expenditures by the Company, nor the labor cost of TGS employees, shall be recovered under this Rider.</p> <p>CALCULATION OF PIT SURCHARGES The Pipeline Integrity Testing Surcharges established under this Rider shall be designed so as to recover the Total Testing Expense incurred in the prior year for Pipeline Integrity Safety Testing, and shall be calculated as follows: The Total Annual Testing Expense shall be divided by the estimated average annual usage to produce the annual PIT Surcharge. PIT Surcharge = Total Annual Testing Expense Estimated Annual Usage Based upon customer data for the prior calendar year and any other relevant factors, the estimated annual usage may be revised annually to account for customer growth, and the resulting revised PIT Surcharge shall be applied to each class for the ensuing 12-month recovery period.</p> <p>ANNUAL RECONCILIATION After completion of each annual recovery period, the total revenues collected under this Rider for that year shall be reconciled against the revenues previously calculated to be collected for that year, and the PIT Surcharge for each class shall be adjusted upward or downward so that the Company recovers any underrecoveries or refunds any overrecoveries that may have accrued under the Rider, plus monthly interest on those underrecoveries or overrecoveries at the cost of long-term debt approved in the Companys most recent general rate case in which rates were set for application to customers in the RGVSA. The reconciliation shall be filed with the regulatory authority on or before February 1st of each year, and the regulatory authority shall complete its review of the reconciliation on or before March 21st of each year, so that the Company can implement the reconciled PIT Surcharges beginning with the first billing cycle for April of each succeeding year.</p> <p>DEFERRED ACCOUNTING The Company is authorized and directed to defer, as a regulatory asset, all Pipeline Integrity Safety Testing expenses incurred during the testing cycle starting on January 1, 2016, and all revenues specifically collected under this Rider shall be applied to the deferred expense account. The Company shall not earn a return on any regulatory asset created under this provision, and no such regulatory asset shall be included in the Companys invested capital (rate base) for ratemaking purposes.</p> <p>ANNUAL REPORT & APPLICABLE PSCC On or before February 1st after each calendar year, the Company shall file a report with the Commission and the RGVSA Cities</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 23553**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PIT-Rider-RGV-ISOS	<p>showing all Pipeline Integrity Safety Testing expenses incurred during the previous calendar year and verifying the prior years collections and any underrecoveries or overrecoveries accruing to date under this Rider. The report shall separately identify and list such expenses by account number and project number. Prior to the effective date of this Rider and on or before February 1st of each succeeding year while this Rider is in effect, the Company shall also file an Addendum to this Rider with the Commission and the RGVSA Cities (a) identifying the PIT Surcharges that will be applied during the ensuing 12-month recovery period from April through March billing cycles, and (b) providing the underlying data and calculations on which each PIT Surcharge for that period is based.</p> <p>The Company shall file the report with the Commission electronically at GUD_Compliance@rrc.texas.gov or at the following address:</p> <p>Director of Oversight and Safety Division Gas Services Department Railroad Commission of Texas P.O. Box 12967 Austin, TX 78711-2967</p> <p>NOTICE TO AFFECTED CUSTOMERS In addition to the annual report and Addendum to this Rider required above, the Company shall provide, on or before March 31st after each calendar year, written notice to each affected customer of (a) the PIT Surcharge that will be applied during the ensuing 12-month period from April through March billing cycles, and (b) the effect the PIT Surcharge is expected to have on the average monthly bill for each affected customer class. The written notice shall be provided in both English and Spanish, shall be the only information contained on the piece of paper on which it is printed, and may be provided either by separate mailing or by insert included with the Company's monthly billing statements, including electronic billing statements. The Company shall also electronically file an affidavit annually with the Commission and the RGVSA Cities certifying that notice has been provided to customers in this manner. The notice shall be presumed to be complete three calendar days after the date the separate mailing or billing statement is deposited in a postage-paid, properly addressed wrapper in a post office or official depository under care of the United States Postal Service. The initial notice shall be filed with, reviewed, and approved by the regulatory authority, and each subsequent notice shall follow the same format as that of the approved initial notice.</p> <p>Meters Read On and After January 30, 2024</p> <p>Supersedes Rate Schedule Dated October 18, 2017 (Incorp.) March 27 2018 (Env.)</p> <p>Texas Gas Service Company, a Division of ONE Gas, Inc. Rio Grande Valley Service Area RATE SCHEDULE PIT-RIDER</p>
	<p style="text-align: center;">PIPELINE INTEGRITY TESTING (PIT) SURCHARGE RIDER</p> <p>A. APPLICABILITY The Pipeline Integrity Testing Surcharge (PIT) rate as set forth in Section (B) below is for the recovery of costs associated with pipeline integrity testing as defined in Rate Schedule PIT. This rate shall apply to the following gas sales and standard transportation rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc. currently in force in the Company's Rio Grande Valley Service Area (RGVSA) within the incorporated and unincorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos and the unincorporated areas of Jim Hogg and Starr counties, Texas.: 10, 15, 20, 25, 30, 40, C-1, T-1, IZ, IY, 2Z, 2Y, 3Z, 4Z, C-1-ENV, and T-1- ENV.</p> <p>B. PIT RATE \$0.03751 per Ccf This rate will be in effect until all approved and expended pipeline integrity testing expenses are recovered under the applicable rate schedules.</p> <p>C. OTHER ADJUSTMENTS Taxes: Plus applicable taxes and fees (including franchise fees) related to above. D. CONDITIONS Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.</p> <p>Meters Read On and After March 27, 2024</p> <p>Supersedes Rate Schedule Dated J anuary 30, 2024 Texas Gas Service Company, a Division of ONE Gas, Inc.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 23553
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>	
PSF-ALL-ISOS-PSAF	All Service Areas	RATE SCHEDULE PSF
	PIPELINE SAFETY AND REGULATORY PROGRAM FEES	
	TEXAS ADMINISTRATIVE CODE	
	TITLE 16	ECONOMIC REGULATION
	PART 1	RAILROAD COMMISSION OF TEXAS
	CHAPTER 8	PIPELINE SAFETY REGULATIONS
	SUBCHAPTER C	REQUIREMENTS FOR GAS PIPELINES ONLY
	Rule Section 8.201	Pipeline Safety and Regulatory Program Fees
	<p>(a) Application of fees. Pursuant to Texas Utilities Code, 121.211, the Commission establishes a pipeline safety and regulatory program fee, to be assessed annually against operators of natural gas distribution pipelines and pipeline facilities and natural gas master metered pipelines and pipeline facilities subject to the Commission's jurisdiction under Texas Utilities Code, Title 3. The total amount of revenue estimated to be collected under this section does not exceed the amount the Commission estimates to be necessary to recover the costs of administering the pipeline safety and regulatory programs under Texas Utilities Code, Title 3, excluding costs that are fully funded by federal sources for any fiscal year.</p> <p>(b) Natural gas distribution systems. The Commission hereby assesses each operator of a natural gas distribution system an annual pipeline safety and regulatory program fee of \$1.00 for each service (service line) in service at the end of each calendar year as reported by each system operator on the U.S. Department of Transportation (DOT) Gas Distribution Annual Report, Form PHMSA F7100.1-1 due on March 15 of each year.</p> <p>(1) Each operator of a natural gas distribution system shall calculate the annual pipeline safety and regulatory program total to be paid to the Commission by multiplying the \$1.00 fee by the number of services listed in Part B, Section 3, of Form PHMSA F7100.1-1, due on March 15 of each year.</p> <p>(2) Each operator of a natural gas distribution system shall remit to the Commission on March 15 of each year the amount calculated under paragraph (1) of this subsection.</p> <p>(3) Each operator of a natural gas distribution system shall recover, by a surcharge to its existing rates, the amount the operator paid to the Commission under paragraph (1) of this subsection. The surcharge:</p> <p>(A) shall be a flat rate, one-time surcharge;</p> <p>(B) shall not be billed before the operator remits the pipeline safety and regulatory program fee to the Commission;</p> <p>(C) shall be applied in the billing cycle or cycles immediately following the date on which the operator paid the Commission;</p> <p>(D) shall not exceed \$1.00 per service or service line (For the calendar year 2023 annual pipeline safety and regulatory program fee, billed effective with meters read on and after March 27, 2024, Texas Gas Service Company, a Division of ONE Gas, Inc. will bill all customers a one-time customer charge per bill of \$1.00, based on \$1.00 per service line); and</p> <p>(E) shall not be billed to a state agency, as that term is defined in Texas Utilities Code, 101.003.</p> <p>(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each operator of a natural gas distribution system shall file with the Commission's Oversight and Safety Division a report showing:</p> <p>(A) the pipeline safety and regulatory program fee amount paid to the Commission;</p> <p>(B) the unit rate and total amount of the surcharge billed to each customer;</p> <p>(C) the date or dates on which the surcharge was billed to customers; and</p> <p>(D) the total amount collected from customers from the surcharge. Reports for the Commission shall be filed electronically at GUD_Compliance@rrc.texas.gov or at the following address: Compliance Filing Director of Oversight and Safety Division Gas Services Department Railroad Commission of Texas P.O. Box 12967 Austin, Texas 78711-2967</p> <p>(5) Each operator of a natural gas distribution system that is a utility subject to the jurisdiction of the Commission pursuant to Texas Utilities Code, Chapters 101 - 105, shall file a generally applicable tariff for its surcharge in conformance with the requirements of 7.315 of this title (relating to Filing of Tariffs).</p> <p>(6) Amounts recovered from customers under this subsection by an investor-owned natural gas distribution system or a cooperatively owned natural gas distribution system shall not be included in the revenue or gross receipts of the system for the purpose of calculating municipal franchise fees or any tax imposed under Subchapter B, Chapter 182, Tax Code, or under Chapter 122, nor shall such amounts</p>	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 23553**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>be subject to a sales and use tax imposed by Chapter 151, Tax Code, or Subtitle C, Title 3, Tax Code.</p> <p>(c) Natural gas master meter systems. The Commission hereby assesses each natural gas master meter system an annual pipeline safety and regulatory program fee of \$100 per master meter system.</p> <p>(1) Each operator of a natural gas master meter system shall remit to the Commission the annual pipeline safety and regulatory program fee of \$100 per master meter system no later than June 30 of each year.</p> <p>(2) The Commission shall send an invoice to each affected natural gas master meter system operator no later than April 30 of each year as a courtesy reminder. The failure of a natural gas master meter system operator to receive an invoice shall not exempt the natural gas master meter system operator from its obligation to remit to the Commission the annual pipeline safety and regulatory program fee on June 30 each year.</p> <p>(3) Each operator of a natural gas master meter system shall recover as a surcharge to its existing rates the amounts paid to the Commission under paragraph (1) of this subsection.</p> <p>(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each natural gas master meter system operator shall file with the Oversight and Safety Division a report showing:</p> <p>(A) the pipeline safety and regulatory program fee amount paid to the Commission;</p> <p>(B) the unit rate and total amount of the surcharge billed to each customer;</p> <p>(C) the date or dates on which the surcharge was billed to customers; and</p> <p>(D) the total amount collected from customers from the surcharge.</p> <p>(d) Late payment penalty. If the operator of a natural gas distribution system or a natural gas master meter system does not remit payment of the annual pipeline safety and regulatory program fee to the Commission within 30 days of the due date, the Commission shall assess a late payment penalty of 10 percent of the total assessment due under subsection (b) or (c) of this section, as applicable, and shall notify the operator of the total amount due to the Commission.</p> <p>Source Note: The provisions of this 8.201 adopted to be effective September 8, 2003, 28 TexReg 7682; amended to be effective November 24, 2004, 29 TexReg 10733; amended to be effective May 15, 2005, 30 TexReg 2849; amended to be effective December 19, 2005, 30 TexReg 8428; amended to be effective April 18, 2007, 32 TexReg 2136; amended to be effective November 12, 2007, 32 TexReg 8121; amended to be effective September 21, 2009, 34 TexReg 6446; amended to be effective August 30, 2010, 35 TexReg 7743; amended to be effective November 14, 2011, 36 TexReg 7663; amended to be effective November 11, 2013, 38 TexReg 7947; amended to be effective January 6, 2020, 45 TexReg 121</p> <p>Meters Read On and After March 27, 2024</p> <p>Supersedes Same Sheet Dated March 28, 2023</p> <p>RCE-Rider-RGV-IS Texas Gas Service Company, a Division of ONE Gas, Inc. Rio Grande Valley Service Area RATE SCHEDULE RCE</p> <p style="text-align: right;">RATE CASE EXPENSE SURCHARGE</p> <p>A. APPLICABILITY The Rate Case Expense Surcharge (RCE) rate as set forth in Section (B) below is pursuant to City Ordinance. This rate shall apply to the following rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc. in the incorporated areas of the Rio Grande Valley Service Area which includes Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas: 10, 15, 20, 25, 30, 40, C-1, and T-1.</p> <p>B. RCE RATE All Ccf during each billing period: \$0.0037 per Ccf This rate will be in effect until all approved and expended rate case expenses are recovered under the applicable rate schedules. Texas Gas Service Company, a Division of ONE Gas, Inc. will recover \$474,079.11 in actual expense and no more than \$36,008.50 in estimated expense. The Rate Case Expense Surcharge will be a separate line item on the bill.</p> <p>C. OTHER ADJUSTMENTS Taxes: Plus applicable taxes and fees (including franchise fees) related to above.</p>

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T-1-RGV-IS	<p>D. CONDITIONS Subject to all applicable laws and orders, and the Companys rules and regulations on file with the regulatory authority.</p> <p>Initial Rate Schedule</p> <p>Meters Read On and After January 30, 2024</p> <p>Texas Gas Service Company, a Division of ONE Gas, Inc. Rio Grande Valley Service Area TRANSPORTATION SERVICE RATE Rate Schedule T-1</p> <p>APPLICABILITY</p> <p>Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY</p> <p>Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys unincorporated areas of the Rio Grande Valley Service Area distribution system which includes the environs of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos and the unincorporated areas of Jim Hogg and Starr counties, Texas. Such service shall be provided at any point on the Companys System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows:</p> <p>Commercial \$500.00 per month Plus Interim Rate Adjustment \$24.31 (Footnote 1) Total \$524.31</p> <p>Industrial \$1,000.00 per month Plus Interim Rate Adjustment \$202.11 (Footnote 2) Total \$1,202.11</p> <p>Public Authority \$2,500.00 per month Plus Interim Rate Adjustment \$23.37 (Footnote 3) Total \$2,523.37</p> <p>Electric Generation \$500.00 per month Plus Interim Rate Adjustment \$24.31 (Footnote 4) Total \$524.31</p> <p>Plus ` A delivery charge per monthly billing period listed by customer class as follows: Commercial \$0.10770 per Ccf Industrial \$0.08722 per Ccf Public Authority \$0.00840 per Ccf Electric Generation \$0.10770 per Ccf</p> <p>ADDITIONAL CHARGES</p> <ol style="list-style-type: none"> 1. A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder. 2. A charge will be made each month to recover the cost of any applicable taxes. 3. In the event the Company incurs a demand charge, balancing service rate, or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the Rio Grande Valley Service Area, the customer may be charged its proportionate share of the demand charge, balancing service rate, or reservation charge based on benefit received by the customer. 4. The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE-ENV. 5. The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedules PIT and PIT-Rider. 6. The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety and Regulatory Program Fees Rider, Rate Schedule PSF, if applicable.

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T-TERMS-RGV-ISOS	<p>SUBJECT TO</p> <ol style="list-style-type: none"> Tariff T-TERMS, General Terms and Conditions for Transportation Service. Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Companys rate schedule which would otherwise be available to such customer. The Agreement is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies. The Agreement shall be interpreted under Texas law. <p>Footnote 1: 2023 IRA - \$24.31 (Case No. 00017353) Footnote 2: 2023 IRA - \$202.11 (Case No. 00017353) Footnote 3: 2023 IRA - \$23.37 (Case No. 00017353) Footnote 4: 2023 IRA - \$24.31 (Case No. 00017353)</p> <p>Meters Read On and After August 26, 2024</p> <p>Supersedes Rate Schedule Dated January 30, 2024</p> <p>TEXAS GAS SERVICE COMPANY Rio Grande Valley Service Area RATE SCHEDULE T-TERMS</p> <p style="text-align: center;">GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Companys Rio Grande Valley distribution system within the Incorporated and Unincorporated Areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos, and the unincorporated areas of Jim Hogg and Starr counties, Texas.</p> <p>1.2 DEFINITIONS The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Companys incremental cost to purchase natural gas. Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Agreement: Shall mean any Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply. Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu. Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for. Commission or The Commission: The Railroad Commission of Texas. Company: Texas Gas Service Company, a Division of ONE Gas, Inc. Consumption Period: Shall mean a volumetric billing period. Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Suppliers Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit. Customer: Any person or organization now being billed for gas service whether used by him or her, or by others. Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day. Dekatherm (Dth): Shall mean 1,000,000 Btus (1 MMBtu). This unit will be on a dry basis. Electronic Flow Measurement (EFM): A device that remotely reads a gas meter. Electric Generation Service: Electric generation assets that are registered with the applicable balancing authority including bulk power</p>

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	<p>system assets, co-generation facilities, distributed generation, and/or backup power systems.</p> <p>Firm Service: Services offered to Customers (regardless of class of service) under schedules or contracts that anticipate no interruptions. Service may be interrupted or curtailed at the discretion of the Company during Force Majeure events.</p> <p>Force Majeure: If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such partys obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.</p> <p>Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.</p> <p>Mcf: Shall mean 1,000 cubic feet of Gas</p> <p>Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.</p> <p>Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.</p> <p>Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.</p> <p>PDA: Shall mean a predetermined allocation method.</p> <p>Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.</p> <p>Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.</p> <p>Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.</p> <p>Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.</p> <p>Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Companys pipeline system.</p> <p>Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Rio Grande Valley Service Area, or the Railroad Commission of Texas, as applicable.</p> <p>Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.</p> <p>Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.</p> <p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Companys distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Companys distribution system.</p> <p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 RESTRICTIONS AND RESERVATIONS</p> <p>a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customers actions. Customers Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.</p> <p>b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance, or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.</p> <p>c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Companys sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.</p> <p>d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is</p>

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	<p>subject to the provisions of the Agreement. Companys transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.</p> <p>e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.</p> <p>f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.</p> <p>1.4 COMPANYS RESPONSIBILITY Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a Company designated Point of Receipt, less Payment in Kind (PIK).</p> <p>1.5 CUSTOMERS RESPONSIBILITY Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;</p> <p>b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customers gas or the facilities of the Customer or others containing such gas prior to receipt into Companys facilities or after delivery to the Customer;</p> <p>c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;</p> <p>d) Customer acknowledges the Qualified Suppliers responsibilities under Section 1.6;</p> <p>e) Transportation Service is not available for a term less than 12- months. Termination of transportation service may, at the Companys sole discretion, delay Customers request to resume transportation service;</p> <p>f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Companys sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and</p> <p>g) In the event Customers source of gas supply is terminated by Customers Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30-calendar days advance written notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.6 QUALIFIED SUPPLIERS RESPONSIBILITY Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into Company designated Points of Receipt and shall act as the Customers agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers volumes for balancing purposes, into Aggregation Areas, as determined, in the Companys sole discretion.</p> <p>b) Qualified Supplier shall submit nominations to the Companys gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customers facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.</p> <p>c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable. e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Companys applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p> <p>1.7 IMBALANCES Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase</p>

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such under-delivered volumes at 105% of the applicable index, plus the Adder.

b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.

c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.

d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Suppliers scheduling and/or managing the upstream transportation of the Customers gas to Companys interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Suppliers receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.

e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.

f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.

g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.

h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.

1.8 LACK OF LIABILITY

a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Companys negligence arising out of or incident to the furnishing of gas to any Consumer.

b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants, employees, or other persons.

c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.

d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such partys obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.

e) If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Companys sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Companys sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.

Meters Read On and After
January 30, 2024

Supersedes Rate Schedule Dated
October 18, 2017 (Incorp.)

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	March 27, 2018 (Env.)

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>
76827	D	MCF	\$,0000	09/01/2009	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	32478	Firm transportation customers in Incorporated Rio Grande Valley Service Area			

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 23565

DESCRIPTION: Distribution Transportation **STATUS:** A
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: 12/01/2010 **RECEIVED DATE:** 01/31/2024
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 01/15/2024
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): MUSTANG RIDGE - INC is part of Central-Gulf Svc Area eff 1/15/2024 and is added to all current CGSA rate schedules.
OTHER(EXPLAIN): Eff. 5/25/2023, new Customer Chg per 2023 GRIP filing for Inc. Central-Gulf Svc Area, apprvd via Ord/OpLaw

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40324	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 23565
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																														
CT-T-30-IS-XAJ	<p>CT-T-30-IS-XAJ RATE COMPONENTS</p> <p>Transportation Period: October 1, 2020 through September 30, 2023; month to month thereafter until terminated by either party with thirty (30) days written notice.</p> <p>Points of Receipt: Any existing delivery points into Transporter's distribution system as mutually agreed upon by Transporter, Shipper and Shipper's supplier.</p> <p>Cost of Service Rate: All Mcf per monthly billing period as follows: October 1, 2020 - September 30, 2021: \$0.92 per Mcf October 1, 2021 - September 30, 2022: \$1.07 per Mcf October 1, 2022 - September 30, 2023: \$1.22 per Mcf</p> <p>Customer and Additional Charges: Pursuant to the applicable Rate Schedule(s). Transporter's General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad Commission of Texas as amended from time to time shall apply to this Agreement.</p>																														
T-1-CenGulf-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1 Central-Gulf Service Area</p> <p style="text-align: center;">TRANSPORTATION SERVICE RATE</p> <p>APPLICABILITY Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.'s (the Company) distribution system. The customer must arrange with its gas supplier to have the customer's gas delivered to one of the Company's existing delivery receipt points for transportation by the Company to the customer's facilities at the customer's delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Company's Central-Gulf Service Area distribution system which includes the incorporated areas of Austin, Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Gonzales, Groves, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows:</p> <table border="0"> <tr> <td>Commercial</td> <td>\$265.33 per month plus</td> </tr> <tr> <td>Interim Rate Adjustments</td> <td>\$30.59 (Footnote 1)</td> </tr> <tr> <td>Total Rate</td> <td>\$295.92</td> </tr> <tr> <td>Industrial</td> <td>\$520.96 per month plus</td> </tr> <tr> <td>Interim Rate Adjustments</td> <td>\$469.24 (Footnote 2)</td> </tr> <tr> <td>Total Rate</td> <td>\$990.20</td> </tr> <tr> <td>Public Authority</td> <td>\$104.70 per month plus</td> </tr> <tr> <td>Interim Rate Adjustments</td> <td>\$56.79 (Footnote 3)</td> </tr> <tr> <td>Total Rate</td> <td>\$161.49</td> </tr> <tr> <td>Public Schools Space Heat</td> <td>\$234.70 per month plus</td> </tr> <tr> <td>Interim Rate Adjustments</td> <td>\$56.79 (Footnote 4)</td> </tr> <tr> <td>Total Rate</td> <td>\$291.49</td> </tr> <tr> <td>Compressed Natural Gas</td> <td>\$217.63 per month plus</td> </tr> <tr> <td>Interim Rate Adjustments</td> <td>\$391.17 (Footnote 5)</td> </tr> <tr> <td>Total Rate</td> <td>\$608.80</td> </tr> </table>	Commercial	\$265.33 per month plus	Interim Rate Adjustments	\$30.59 (Footnote 1)	Total Rate	\$295.92	Industrial	\$520.96 per month plus	Interim Rate Adjustments	\$469.24 (Footnote 2)	Total Rate	\$990.20	Public Authority	\$104.70 per month plus	Interim Rate Adjustments	\$56.79 (Footnote 3)	Total Rate	\$161.49	Public Schools Space Heat	\$234.70 per month plus	Interim Rate Adjustments	\$56.79 (Footnote 4)	Total Rate	\$291.49	Compressed Natural Gas	\$217.63 per month plus	Interim Rate Adjustments	\$391.17 (Footnote 5)	Total Rate	\$608.80
Commercial	\$265.33 per month plus																														
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Total Rate	\$990.20																														
Public Authority	\$104.70 per month plus																														
Interim Rate Adjustments	\$56.79 (Footnote 3)																														
Total Rate	\$161.49																														
Public Schools Space Heat	\$234.70 per month plus																														
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Total Rate	\$291.49																														
Compressed Natural Gas	\$217.63 per month plus																														
Interim Rate Adjustments	\$391.17 (Footnote 5)																														
Total Rate	\$608.80																														

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 23565
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Electrical Cogeneration \$104.70 per month plus
	Interim Rate Adjustments \$56.79 (Footnote 6)
	Total Rate \$161.49
	Plus - All Ccf per monthly billing period listed by customer class as follows:
	Commercial \$0.12679 per Ccf
	Industrial \$0.12707 per Ccf
	Public Authority \$0.12549 per Ccf
	Public Schools Space Heat \$0.10012 per Ccf
	Compressed Natural Gas \$0.06684 per Ccf
	Electrical Cogeneration
	For the First 5,000Ccf/month \$0.07720 per Ccf
	For the Next 35,000 Ccf/month \$0.06850 per Ccf
	For the Next 60,000 Ccf/month \$0.05524 per Ccf
	All Over 100,000 Ccf/month \$0.04016 per Ccf

ADDITIONAL CHARGES

- 1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.
- 2) A charge will be made each month to recover the cost of any applicable franchise fees paid to the cities.
- 3) In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the incorporated areas of the Central-Gulf Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer.
- 4) The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE.
- 5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT, if applicable.
- 6) The billing of commercial transportation shall reflect adjustments in accordance with the provisions of the Conservation Adjustment Clause, Rate Schedule CAC and Rate Schedule 1C, if applicable.
- 7) The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.
- 8) The billing shall reflect adjustments in accordance with provisions of the Hurricane Harvey Surcharge Rider, Rate Schedule HARV-Rider, if applicable.

SUBJECT TO

- 1) Tariff T-TERMS, General Terms and Conditions for Transportation.
- 2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's rate schedule which would otherwise be available to such customer.
- 3) Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Footnote 1: 2020 IRA - \$10.04 (Gas Utilities Case No. 00005813); 2021 IRA - \$9.07 (Gas Utilities Case No. 00008748); 2022 IRA - \$11.48 (Gas Utilities Case No. 00012592)
 Footnote 2: 2020 IRA - \$164.48 (Gas Utilities Case No. 00005813); 2021 IRA - \$137.93 (Gas Utilities Case No. 00008748); 2022 IRA - \$166.83 (Gas Utilities Case No. 00012592)
 Footnote 3: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592)
 Footnote 4: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592)
 Footnote 5: 2020 IRA - \$133.74 (Gas Utilities Case No. 00005813); 2021 IRA - \$113.60 (Gas Utilities Case No. 00008748); 2022 IRA - \$143.83 (Gas Utilities Case No. 00012592)
 Footnote 6: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592)

Meters Read On and After
 May 25, 2023 (CGSA Cities except Mustang Ridge)
 January 15, 2024 (City of Mustang Ridge)

Supersedes Rate Schedule Dated
 May 26, 2022 (CGSA Cities except Buda, Marble Falls and Pflugerville)
 September 15, 2022 (Cities of Buda, Marble Falls, and Pflugerville)
 Texas Gas Service Company, a Division of ONE Gas, Inc.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 23565
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-TERMS-CenGulf-IS	<p>RATE SCHEDULE T-TERMS Central-Gulf Service Area</p> <p style="text-align: right;">GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE</p> <p>Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service.</p> <p>1.2 DEFINITIONS</p> <p>The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Company`s incremental cost to purchase natural gas. Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu. Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for. Commission or The Commission: The Railroad Commission of Texas. Company: Texas Gas Service Company, a Division of ONE Gas, Inc. Consumption Period: Shall mean a volumetric billing period. Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier`s Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit. Customer: Any person or organization now being billed for gas service whether used by him or her, or by others. Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day. Dekatherm (Dth): Shall mean 1,000,000 Btu`s (1 MMBtu). This unit will be on a dry basis. Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes. Electronic Flow Measurement (EFM): A device that remotely reads a gas meter. Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof. Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual. Mcf: Shall mean 1,000 cubic feet of Gas. Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month. Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month. Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas. PDA: Shall mean a predetermined allocation method. Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas. Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer. Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer. Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery. Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company`s pipeline system. Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Central-Gulf Service Area, or the Railroad Commission of Texas, as applicable. Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff. Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder. Transportation Form: Shall mean the Company approved selection of transportation service document. Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company`s distribution system. Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 23565
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company`s distribution system. Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday. Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p>
	<p>1.3 COMPANY`S RESPONSIBILITY</p> <p>Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK). a) In no event shall Company be required to expand, modify, construct, rearrange, or change the operations of the Pipeline System in order to receive gas from or on behalf of Customer or in order to deliver gas to Customer at any existing Points of Delivery. Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System.</p>
	<p>1.4 CUSTOMER`S RESPONSIBILITY</p> <p>Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Gas received by Company for the Customer shall be free from all adverse claims, liens, and encumbrances; b) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys` fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas; c) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer`s gas or the facilities of the Customer or others containing such gas prior to receipt into Company`s facilities or after delivery to the Customer; d) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company; e) Customer acknowledges the Qualified Supplier`s responsibilities under Section 1.5; f) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company`s sole discretion, delay Customer`s request to resume transportation service; g) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company`s sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and h) In the event Customer`s source of gas supply is terminated by Customer`s Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p>
	<p>1.5 QUALIFIED SUPPLIER`S RESPONSIBILITY</p> <p>Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer`s agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers` volumes for balancing purposes, into Aggregation Areas, as determined, in the Company`s sole discretion. b) Qualified Supplier shall submit nominations to the Company`s gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer`s facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination. c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period. d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Customer shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable. e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company`s applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 23565
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	1.6 IMBALANCES
	<p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>Meters Read On and After August 4, 2020 (CGSA except Bastrop Env., Buda Inc., Marble Falls and Pflugerville) September 15, 2022 (Bastrop Env., Buda Inc., Marble Falls and Pflugerville) January 15, 2024 (Hutto Env. and Mustang Ridge)</p> <p>Supersedes Rate Schedules Dated October 26, 2016 (Cities of Austin, Bee Cave, Cedar Park, Dripping Springs, Kyle, Lakeway, Rollingwood, Sunset Valley, and West Lake Hills, TX) January 6, 2017 (Cities of Cuero, Gonzales, Lockhart, Luling, Nixon, Shiner, and Yoakum, TX) November 23, 2016 (Unincorporated Areas of the Central Texas Service Area) May 9, 2016 (Incorporated and Unincorporated Areas of the Gulf Coast Service Area) May 22, 2019 (City of Beaumont)</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>
76856	D	MCF	\$1.2200	10/01/2022	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	40324	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

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

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 23565

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

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: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 25535

DESCRIPTION: Distribution Transportation **STATUS:** A
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: 02/01/2010 **RECEIVED DATE:** 07/25/2024
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 06/01/2024
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): MUSTANG RIDGE ` ENV, HUTTO ` ENV are part of Central-Gulf Svc Area eff 1/15/2024 and are added to all current CGSA rate sched.
OTHER(EXPLAIN): Revisions to delivery point rate effective 6/1/2024

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
36844	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 25535
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
CT-T-31-OS-XAF	<p>CT-T-31-OS-XAF</p> <p>RATE COMPONENTS</p> <p>Transportation Period: June 1, 2022 through May 31, 2025; month to month thereafter until terminated by either party with thirty (30) days written notice.</p> <p>Points of Receipt: Any existing delivery points into Transporter's distribution system as mutually agreed upon by Transporter, Shipper and Shipper's supplier.</p> <p>Cost of Service Rate:</p> <p>All Mcf per monthly billing period as follows: June 1, 2022 - May 31, 2023: \$1.00 per Mcf June 1, 2023 - May 31, 2024: \$1.10 per Mcf June 1, 2024 - May 31, 2025: \$1.20 per Mcf</p> <p>Customer Charge: Pursuant to the applicable tariff.</p> <p>Transporter's General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad Commission of Texas as amended from time to time shall apply to this Agreement.</p>
T-1-ENV-CenGulf-OS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1-ENV Central-Gulf Service Area</p> <p style="text-align: center;">TRANSPORTATION SERVICE RATE</p> <p>APPLICABILITY Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing delivery receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys unincorporated areas of the Central-Gulf Service Area distribution system which includes the environs of Austin, Bastrop, Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Gonzales, Groves, Hutto, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills, and Yoakum, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows:</p> <p>Commercial \$265.33 per month plus Interim Rate Adjustments \$42.75 (Footnote 1) Total Rate \$308.08</p> <p>Industrial \$520.96 per month plus Interim Rate Adjustments \$684.45 (Footnote 2) Total Rate \$1,205.41</p> <p>Public Authority \$104.70 per month plus Interim Rate Adjustments \$79.00 (Footnote 3) Total Rate \$183.70</p> <p>Public Schools Space Heat \$234.70 per month plus Interim Rate Adjustments \$79.00 (Footnote 4) Total Rate \$313.70</p> <p>Compressed Natural Gas \$217.63 per month plus Interim Rate Adjustments \$620.08 (Footnote 5) Total Rate \$837.71</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 25535

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Electrical Cogeneration \$104.70 per month plus Interim Rate Adjustments \$79.00 (Footnote 6) Total Rate \$183.70
	Plus ` All Ccf per monthly billing period listed by customer class as follows: Commercial \$0.12679 per Ccf Industrial \$0.12707 per Ccf Public Authority \$0.12549 per Ccf Public Schools Space Heat \$0.10012 per Ccf Compressed Natural Gas \$0.06684 per Ccf Electrical Cogeneration For the First 5,000Ccf/month \$0.07720 per Ccf For the Next 35,000 Ccf/month \$0.06850 per Ccf For the Next 60,000 Ccf/month \$0.05524 per Ccf All Over 100,000 Ccf/month \$0.04016 per Ccf
	ADDITIONAL CHARGES 1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder. 2) In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the Central-Gulf Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer. 3) The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE-ENV. 4) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT, if applicable. 5) The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider. 6) The billing shall reflect adjustments in accordance with provisions of the Hurricane Harvey Surcharge Rider, Rate Schedule HARV-Rider, if applicable.
	SUBJECT TO 1) Tariff T-TERMS, General Terms and Conditions for Transportation. 2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Companys rate schedule which would otherwise be available to such customer. 3) Subject to all applicable laws and orders, and the Companys rules and regulations on file with the regulatory authority.
	Footnote 1: 2020 IRA - \$10.04 (Gas Utilities Case No. 00005813); 2021 IRA - \$9.07 (Gas Utilities Case No. 00008748); 2022 IRA - \$11.48 (Gas Utilities Case No. 00012592); 2023 IRA - \$12.16 (Gas Utilities Case No. 00016275) Footnote 2: 2020 IRA - \$164.48 (Gas Utilities Case No. 00005813); 2021 IRA - \$137.93 (Gas Utilities Case No. 00008748); 2022 IRA - \$166.83 (Gas Utilities Case No. 00012592); 2023 IRA - \$215.21 (Gas Utilities Case No. 00016275) Footnote 3: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592); 2023 IRA - \$22.21 (Gas Utilities Case No. 00016275) Footnote 4: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592); 2023 IRA - \$22.21 (Gas Utilities Case No. 00016275) Footnote 5: 2020 IRA - \$133.74 (Gas Utilities Case No. 00005813); 2021 IRA - \$113.60 (Gas Utilities Case No. 00008748); 2022 IRA - \$143.83 (Gas Utilities Case No. 00012592); 2023 IRA - \$228.91 (Gas Utilities Case No. 00016275) Footnote 6: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592); 2023 IRA - \$22.21 (Gas Utilities Case No. 00016275)
	Meters Read On and After May 24, 2024
	Supersedes Rate Schedule Dated May 25, 2023 (CGSA Cities except Mustang Ridge) January 15, 2024 (City of Mustang Ridge)
T-TERMS-CenGulf-IS	Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS Central-Gulf Service Area
	GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
	SERVICE 1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 25535
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service.</p> <p>1.2 DEFINITIONS</p> <p>The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Company`s incremental cost to purchase natural gas.</p> <p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.</p> <p>Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.</p> <p>Commission or The Commission: The Railroad Commission of Texas. Company: Texas Gas Service Company, a Division of ONE Gas, Inc.</p> <p>Consumption Period: Shall mean a volumetric billing period.</p> <p>Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier`s Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.</p> <p>Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.</p> <p>Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day. Dekatherm (Dth): Shall mean 1,000,000 Btu`s (1 MMBtu). This unit will be on a dry basis. Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.</p> <p>Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.</p> <p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.</p> <p>Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.</p> <p>Mcf: Shall mean 1,000 cubic feet of Gas.</p> <p>Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.</p> <p>Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.</p> <p>Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.</p> <p>PDA: Shall mean a predetermined allocation method.</p> <p>Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.</p> <p>Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.</p> <p>Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.</p> <p>Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.</p> <p>Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company`s pipeline system.</p> <p>Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Central-Gulf Service Area, or the Railroad Commission of Texas, as applicable.</p> <p>Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.</p> <p>Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.</p> <p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company`s distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company`s distribution system.</p> <p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 COMPANY`S RESPONSIBILITY</p> <p>Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 25535
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK). a) In no event shall Company be required to expand, modify, construct, rearrange, or change the operations of the Pipeline System in order to receive gas from or on behalf of Customer or in order to deliver gas to Customer at any existing Points of Delivery. Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System.</p> <p>1.4 CUSTOMER'S RESPONSIBILITY</p> <p>Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Gas received by Company for the Customer shall be free from all adverse claims, liens, and encumbrances; b) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas; c) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer; d) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company; e) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.5; f) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service; g) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and h) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.5 QUALIFIED SUPPLIER'S RESPONSIBILITY</p> <p>Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion. b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination. c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period. d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Customer shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable. e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p> <p>1.6 IMBALANCES</p> <p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 25535**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>Meters Read On and After August 4, 2020 (CGSA except Bastrop Env., Buda Inc., Marble Falls and Pflugerville) September 15, 2022 (Bastrop Env., Buda Inc., Marble Falls and Pflugerville) January 15, 2024 (Hutto Env. and Mustang Ridge)</p> <p>Supersedes Rate Schedules Dated October 26, 2016 (Cities of Austin, Bee Cave, Cedar Park, Dripping Springs, Kyle, Lakeway, Rollingwood, Sunset Valley, and West Lake Hills, TX) January 6, 2017 (Cities of Cuero, Gonzales, Lockhart, Luling, Nixon, Shiner, and Yoakum, TX) November 23, 2016 (Unincorporated Areas of the Central Texas Service Area) May 9, 2016 (Incorporated and Unincorporated Areas of the Gulf Coast Service Area) May 22, 2019 (City of Beaumont)</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>
92885	D	MCF	\$1.2000	06/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	36844	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 25535**

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. 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: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 27453**

DESCRIPTION: Distribution Transportation **STATUS: A**
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: 12/01/2013 **RECEIVED DATE:** 02/07/2025
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 01/01/2025
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): Eff. 6/26/2024, new Customer Chg per 2024 GRIP filing for Inc. West North Svc Area, apprvd via OpLaw
OTHER(EXPLAIN): Revisions to delivery points rate effective 1/1/2025

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
44661	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 27453

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
MW-T-3-MinW-IS-X	<p>MW-T-3-MinW-IS-XN8 RATE COMPONENTS</p> <p>Transportation Period: January 1, 2021 through December 31, 2025; month to month thereafter until terminated by either party with thirty (30) days written notice.</p> <p>Points of Receipt: Any existing delivery points into Transporter's distribution system as mutually agreed upon by Transporter, Shipper and Shipper's supplier.</p> <p>Cost of Service Rate: All Mcf per monthly billing period as follows: January 1, 2021 - December 31, 2021: \$0.50 per Mcf January 1, 2022 - December 31, 2022: \$0.55 per Mcf January 1, 2023 - December 31, 2023: \$0.60 per Mcf January 1, 2024 - December 31, 2024: \$0.62 per Mcf January 1, 2025 - December 31, 2025: \$0.64 per Mcf</p> <p>Customer and Additional Charges: Pursuant to the applicable Rate Schedule(s).</p> <p>Transporter's General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad Commission of Texas as amended from time to time shall apply to this Agreement.</p>
T-1-WNSA-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1 West-North Service Area</p> <p style="text-align: center;">TRANSPORTATION SERVICE RATE</p> <p>APPLICABILITY Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.'s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing delivery receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys West-North Service Area distribution system which includes the incorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Graford, Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows: Commercial \$500.00 per month plus Interim Rate Adjustments \$11.61 (Footnote 1) Total Rate \$511.61</p> <p>Industrial \$1,050.00 per month plus Interim Rate Adjustments \$287.63 (Footnote 2) Total Rate \$1,337.63</p> <p>Public Authority \$500.00 per month plus Interim Rate Adjustments \$34.68 (Footnote 3) Total Rate \$534.68</p> <p>Compressed Natural Gas \$450.00 per month plus Interim Rate Adjustments \$1,208.27 (Footnote 4) Total Rate \$1,658.27</p> <p>Electrical Cogeneration \$700.00 per month plus Interim Rate Adjustments \$11.61 (Footnote 5) Total Rate \$711.61</p> <p>Plus ` All Ccf per monthly billing period listed by customer class as follows: Commercial \$0.09394 per Ccf</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 27453**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
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Industrial \$0.11486 per Ccf
 Public Authority \$0.13511 per Ccf
 Compressed Natural Gas \$0.08643 per Ccf
 Electrical Cogeneration

Oct. ` Apr. (Winter)
 First 5,000 Ccf @ \$0.05260 per Ccf
 Next 95,000 Ccf @ \$0.04260 per Ccf
 Next 300,000 Ccf @ \$0.03260 per Ccf
 All Over 400,000 Ccf @ \$0.02260 per Ccf

May ` Sept. (Summer)
 First 5,000 Ccf @ \$0.04259 per Ccf
 Next 95,000 Ccf @ \$0.03258 per Ccf
 Next 300,000 Ccf @ \$0.02259 per Ccf
 All Over 400,000 Ccf @ \$0.01258 per Ccf

ADDITIONAL CHARGES

1. A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.
2. A charge will be made each month to recover the cost of any applicable taxes and fees, including franchise fees paid to the cities.
3. In the event the Company incurs a demand charge, balancing service rate, or reservation charge from its gas supplier(s) or transportation providers in the incorporated areas of the West-North Service Area, the customer may be charged its proportionate share of the demand charge, balancing service rate, or reservation charge based on benefit received by the customer.
4. The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE.
5. The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedules PIT and PIT-Rider, if applicable.
6. The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety and Regulatory Program Fees Rider, Rate Schedule PSF.

SUBJECT TO

1. Tariff T-TERMS, General Terms and Conditions for Transportation Service.
2. Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's rate schedule which would otherwise be available to such customer.
3. The Agreement is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or Gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies.
4. The Agreement shall be interpreted under Texas law.

Footnote 1: 2022 IRA - \$5.36 (Case No. 00012849); 2023 IRA - \$6.25 (Case No. 00016546)
 Footnote 2: 2022 IRA - \$130.92 (Case No. 00012849); 2023 IRA - \$156.71 (Case No. 00016546)
 Footnote 3: 2022 IRA - \$15.75 (Case No. 00012849); 2023 IRA - \$18.93 (Case No. 00016546)
 Footnote 4: 2022 IRA - \$529.23 (Case No. 00012849); 2023 IRA - \$679.04 (Case No. 00016546)
 Footnote 5: 2022 IRA - \$5.36 (Case No. 00012849); 2023 IRA - \$6.25 (Case No. 00016546)

Meters Read On and After
 June 26, 2024

Supersedes Rate Schedule Dated
 June 26, 2023

T-TERMS-WNSA-ISO

Texas Gas Service Company, a Division of ONE Gas, Inc.
 West-North Service Area

RATE SCHEDULE T-TERMS

**GENERAL TERMS AND CONDITIONS
 FOR TRANSPORTATION SERVICE**

1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE

Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company's West-North distribution system which includes the incorporated and unincorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Graford,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 27453
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas and the unincorporated areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center and Whitt, Texas.
	1.2 DEFINITIONS
	The following definitions shall apply to the indicated words as used in this Tariff:
	Adder: Shall mean the Company's incremental cost to purchase natural gas.
	Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.
	Agreement: Shall mean any Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply.
	Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.
	Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.
	Commission or The Commission: The Railroad Commission of Texas.
	Company: Texas Gas Service Company, a Division of ONE Gas, Inc.
	Consumption Period: Shall mean a volumetric billing period. Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.
	Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.
	Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.
	Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day.
	Dekatherm (Dth): Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.
	Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.
	Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.
	Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.
	Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.
	Mcf: Shall mean 1,000 cubic feet of Gas.
	Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.
	Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.
	Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 27453
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	PDA: Shall mean a predetermined allocation method.
	Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.
	Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.
	Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.
	Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.
	Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.
	Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the West-North Service Area, or the Railroad Commission of Texas, as applicable.
	Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.
	Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.
	Transportation Form: Shall mean the Company approved selection of transportation service document.
	Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.
	Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.
	Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.
	Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.
	1.3 RESTRICTIONS AND RESERVATIONS
	a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer's actions. Customer's Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.
	b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.
	c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company's sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.
	d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company's transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.
	e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.
	f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.
	1.4 COMPANY'S RESPONSIBILITY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 27453
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK).

1.5 CUSTOMER'S RESPONSIBILITY

Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:

- a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;
- b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer;
- c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;
- d) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.6;
- e) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service;
- f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and
- g) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.

1.6 QUALIFIED SUPPLIER'S RESPONSIBILITY

Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.

- a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion.
- b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.
- c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.
- d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable.
- e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.

1.7 IMBALANCES

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 27453

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Supplier's receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>1.8 LACK OF LIABILITY</p> <p>a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.</p> <p>b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants, employees, or other persons.</p> <p>c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.</p> <p>d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 27453**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Customer may incur by reason of such curtailment or discontinuance.
	e) If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.
	Meters Read On and After January 27, 2023 (All West-North cities except Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park) February 27, 2023 (Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park)
	Supersedes Rate Schedule Dated December 31, 2018 (Incorporated Areas of the Borger/Skellytown Service Area) February 28, 2019 (Unincorporated Areas of the Borger/Skellytown Service Area) November 28, 2018 (Unincorporated Areas of the North Texas Service Area) October 5, 2016 (All West Texas Areas Except Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink) December 1, 2016 (Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)

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>
111803	D	MCF	\$.6400	01/01/2025	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	44661	**CONFIDENTIAL**			
111804	D	MCF	\$.6400	01/01/2025	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	44661	**CONFIDENTIAL**			

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

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

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: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 27454

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO: 845951

ORIGINAL CONTRACT DATE: 03/01/2007 **RECEIVED DATE:** 06/12/2024

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:** 05/24/2024

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): MUSTANG RIDGE - INC is part of Central-Gulf Svc Area eff 1/15/2024 and is added to all current CGSA rate schedules.

OTHER(EXPLAIN): Eff. 5/24/2024, new Customer Chg per 2024 GRIP filing for Inc. Central-Gulf Svc Area, apprvd via Ord/OpLaw

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado

TITLE: Rates Coordinator

ADDRESS LINE 1: 1301 South Mopac Expressway

ADDRESS LINE 2: IV Barton Skyway, Suite 400

CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**

AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
37588	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 27454
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
CT-T-32-IS-XA5	<p>CT-T-32-IS-XA5 RATE COMPONENTS</p> <p>Transportation Period: April 1, 2022 through March 31, 2025; month to month thereafter until terminated by either party with thirty (30) days written notice.</p> <p>Points of Receipt: Any existing delivery points into Transporter`s distribution system as mutually agreed upon by Transporter, Shipper and Shipper`s supplier.</p> <p>Cost of Service Rate:</p> <p>All Mcf per monthly billing period as follows: April 1, 2022 - March 31, 2023: \$1.10 per Mcf April 1, 2023 - March 31, 2024: \$1.10 per Mcf April 1, 2024 - March 31, 2025: \$1.15 per Mcf</p> <p>Customer and Additional Charges: Pursuant to the applicable Rate Schedule(s).</p> <p>Transporter`s General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad Commission of Texas as amended from time to time shall apply to this Agreement.</p>
T-1-CenGulf-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1 Central-Gulf Service Area</p> <p style="text-align: center;">TRANSPORTATION SERVICE RATE</p> <p>APPLICABILITY Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing delivery receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys Central-Gulf Service Area distribution system which includes the incorporated areas of Austin, Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Gonzales, Groves, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas. Such service shall be provided at any point on the Company`s System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows:</p> <p>Commercial \$265.33 per month plus Interim Rate Adjustments \$42.75 (Footnote 1) Total Rate \$308.08</p> <p>Industrial \$520.96 per month plus Interim Rate Adjustments \$684.45 (Footnote 2) Total Rate \$1,205.41</p> <p>Public Authority \$104.70 per month plus Interim Rate Adjustments \$79.00 (Footnote 3) Total Rate \$183.70</p> <p>Public Schools Space Heat \$234.70 per month plus Interim Rate Adjustments \$79.00 (Footnote 4) Total Rate \$313.70</p> <p>Compressed Natural Gas \$217.63 per month plus Interim Rate Adjustments \$620.08 (Footnote 5) Total Rate \$837.71</p> <p>Electrical Cogeneration \$104.70 per month plus Interim Rate Adjustments \$79.00 (Footnote 6)</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 27454
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Total Rate \$183.70
	Plus ` All Ccf per monthly billing period listed by customer class as follows:
	Commercial \$0.12679 per Ccf
	Industrial \$0.12707 per Ccf
	Public Authority \$0.12549 per Ccf
	Public Schools Space Heat \$0.10012 per Ccf
	Compressed Natural Gas \$0.06684 per Ccf
	Electrical Cogeneration For the First 5,000Ccf/month \$0.07720 per Ccf
	For the Next 35,000 Ccf/month \$0.06850 per Ccf
	For the Next 60,000 Ccf/month \$0.05524 per Ccf
	All Over 100,000 Ccf/month \$0.04016 per Ccf
	ADDITIONAL CHARGES
	1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.
	2) A charge will be made each month to recover the cost of any applicable franchise fees paid to the cities.
	3) In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the incorporated areas of the Central-Gulf Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer.
	4) The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE.
	5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT, if applicable.
	6) The billing of commercial transportation shall reflect adjustments in accordance with the provisions of the Conservation Adjustment Clause, Rate Schedule CAC and Rate Schedule 1C, if applicable.
	7) The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.
	8) The billing shall reflect adjustments in accordance with provisions of the Hurricane Harvey Surcharge Rider, Rate Schedule HARV-Rider, if applicable.
	SUBJECT TO
	1) Tariff T-TERMS, General Terms and Conditions for Transportation.
	2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Companys rate schedule which would otherwise be available to such customer.
	3) Subject to all applicable laws and orders, and the Companys rules and regulations on file with the regulatory authority.
	Footnote 1: 2020 IRA - \$10.04 (Gas Utilities Case No. 00005813); 2021 IRA - \$9.07 (Gas Utilities Case No. 00008748); 2022 IRA - \$11.48 (Gas Utilities Case No. 00012592); 2023 IRA - \$12.16 (Gas Utilities Case No. 00016275)
	Footnote 2: 2020 IRA - \$164.48 (Gas Utilities Case No. 00005813); 2021 IRA - \$137.93 (Gas Utilities Case No. 00008748); 2022 IRA - \$166.83 (Gas Utilities Case No. 00012592); 2023 IRA - \$215.21 (Gas Utilities Case No. 00016275)
	Footnote 3: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592); 2023 IRA - \$22.21 (Gas Utilities Case No. 00016275)
	Footnote 4: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592); 2023 IRA - \$22.21 (Gas Utilities Case No. 00016275)
	Footnote 5: 2020 IRA - \$133.74 (Gas Utilities Case No. 00005813); 2021 IRA - \$113.60 (Gas Utilities Case No. 00008748); 2022 IRA - \$143.83 (Gas Utilities Case No. 00012592); 2023 IRA - \$228.91 (Gas Utilities Case No. 00016275)
	Footnote 6: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592); 2023 IRA - \$22.21 (Gas Utilities Case No. 00016275)
	Meters Read On and After May 24, 2024
	Supersedes Rate Schedule Dated May 25, 2023 (CGSA Cities except Mustang Ridge) January 15, 2024 (City of Mustang Ridge)
T-TERMS-CenGulf-IS	Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS Central-Gulf Service Area
	GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
	SERVICE
	1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 27454
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service.</p> <p>1.2 DEFINITIONS</p> <p>The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Company`s incremental cost to purchase natural gas.</p> <p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.</p> <p>Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.</p> <p>Commission or The Commission: The Railroad Commission of Texas. Company: Texas Gas Service Company, a Division of ONE Gas, Inc.</p> <p>Consumption Period: Shall mean a volumetric billing period.</p> <p>Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier`s Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.</p> <p>Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.</p> <p>Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day. Dekatherm (Dth): Shall mean 1,000,000 Btu`s (1 MMBtu). This unit will be on a dry basis. Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.</p> <p>Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.</p> <p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.</p> <p>Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.</p> <p>Mcf: Shall mean 1,000 cubic feet of Gas.</p> <p>Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.</p> <p>Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.</p> <p>Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.</p> <p>PDA: Shall mean a predetermined allocation method.</p> <p>Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.</p> <p>Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.</p> <p>Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.</p> <p>Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.</p> <p>Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company`s pipeline system.</p> <p>Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Central-Gulf Service Area, or the Railroad Commission of Texas, as applicable.</p> <p>Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.</p> <p>Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.</p> <p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company`s distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company`s distribution system.</p> <p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 COMPANY`S RESPONSIBILITY</p> <p>Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 27454
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK). a) In no event shall Company be required to expand, modify, construct, rearrange, or change the operations of the Pipeline System in order to receive gas from or on behalf of Customer or in order to deliver gas to Customer at any existing Points of Delivery. Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System.</p> <p>1.4 CUSTOMER'S RESPONSIBILITY</p> <p>Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Gas received by Company for the Customer shall be free from all adverse claims, liens, and encumbrances; b) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas; c) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer; d) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company; e) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.5; f) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service; g) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and h) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.5 QUALIFIED SUPPLIER'S RESPONSIBILITY</p> <p>Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion. b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination. c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period. d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Customer shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable. e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p> <p>1.6 IMBALANCES</p> <p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 27454**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>Meters Read On and After August 4, 2020 (CGSA except Bastrop Env., Buda Inc., Marble Falls and Pflugerville) September 15, 2022 (Bastrop Env., Buda Inc., Marble Falls and Pflugerville) January 15, 2024 (Hutto Env. and Mustang Ridge)</p> <p>Supersedes Rate Schedules Dated October 26, 2016 (Cities of Austin, Bee Cave, Cedar Park, Dripping Springs, Kyle, Lakeway, Rollingwood, Sunset Valley, and West Lake Hills, TX) January 6, 2017 (Cities of Cuero, Gonzales, Lockhart, Luling, Nixon, Shiner, and Yoakum, TX) November 23, 2016 (Unincorporated Areas of the Central Texas Service Area) May 9, 2016 (Incorporated and Unincorporated Areas of the Gulf Coast Service Area) May 22, 2019 (City of Beaumont)</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>
111440	D	MCF	\$1.1500	04/01/2024	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	37588	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 27454**

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. 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: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 29159**

DESCRIPTION: Distribution Transportation **STATUS: A**
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: 06/01/2016 **RECEIVED DATE:** 06/12/2024
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 05/24/2024
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): MUSTANG RIDGE ` ENV, HUTTO ` ENV are part of Central-Gulf Svc Area eff 1/15/2024 and are added to all current CGSA rate sched.
OTHER(EXPLAIN): Eff. 5/24/2024, new Customer Chg per 2024 GRIP filing for Env. Central-Gulf Svc Area, apprvd via Case No. 00016275

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
36844	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 29159**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
CT-T-33-OS-XAK	<p>CT-T-33-OS-XAK</p> <p>RATES</p> <p>Transportation Period: February 1, 2021 through January 31, 2024; month to month thereafter until terminated by either party with thirty (30) days written notice.</p> <p>Points of Receipt: Any existing delivery points into Transporter's distribution system as mutually agreed upon by Transporter, Shipper and Shipper's supplier.</p> <p>Cost of Service Rate: All Mcf per monthly billing period as follows: February 1, 2021 - January 31, 2022: \$0.75 per Mcf February 1, 2022 - January 31, 2023: \$0.80 per Mcf February 1, 2023 - January 31, 2024: \$0.85 per Mcf</p> <p>Customer and Additional Charges: Pursuant to the applicable Rate Schedule(s).</p> <p>Transporter's General Terms and Conditions (T-TERMS) for Firm Transportation Customers on file with the Railroad Commission of Texas as amended from time to time shall apply to this Agreement.</p>
T-1-ENV-CenGulf-OS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1-ENV Central-Gulf Service Area</p> <p style="text-align: center;">TRANSPORTATION SERVICE RATE</p> <p>APPLICABILITY Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing delivery receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys unincorporated areas of the Central-Gulf Service Area distribution system which includes the environs of Austin, Bastrop, Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Gonzales, Groves, Hutto, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills, and Yoakum, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows:</p> <p>Commercial \$265.33 per month plus Interim Rate Adjustments \$42.75 (Footnote 1) Total Rate \$308.08</p> <p>Industrial \$520.96 per month plus Interim Rate Adjustments \$684.45 (Footnote 2) Total Rate \$1,205.41</p> <p>Public Authority \$104.70 per month plus Interim Rate Adjustments \$79.00 (Footnote 3) Total Rate \$183.70</p> <p>Public Schools Space Heat \$234.70 per month plus Interim Rate Adjustments \$79.00 (Footnote 4) Total Rate \$313.70</p> <p>Compressed Natural Gas \$217.63 per month plus Interim Rate Adjustments \$620.08 (Footnote 5) Total Rate \$837.71</p> <p>Electrical Cogeneration \$104.70 per month plus</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 29159**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Interim Rate Adjustments \$79.00 (Footnote 6) Total Rate \$183.70
	Plus ` All Ccf per monthly billing period listed by customer class as follows: Commercial \$0.12679 per Ccf Industrial \$0.12707 per Ccf Public Authority \$0.12549 per Ccf Public Schools Space Heat \$0.10012 per Ccf Compressed Natural Gas \$0.06684 per Ccf Electrical Cogeneration For the First 5,000Ccf/month \$0.07720 per Ccf For the Next 35,000 Ccf/month \$0.06850 per Ccf For the Next 60,000 Ccf/month \$0.05524 per Ccf All Over 100,000 Ccf/month \$0.04016 per Ccf
	ADDITIONAL CHARGES 1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder. 2) In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the Central-Gulf Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer. 3) The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE-ENV. 4) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT, if applicable. 5) The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider. 6) The billing shall reflect adjustments in accordance with provisions of the Hurricane Harvey Surcharge Rider, Rate Schedule HARV-Rider, if applicable.
	SUBJECT TO 1) Tariff T-TERMS, General Terms and Conditions for Transportation. 2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Companys rate schedule which would otherwise be available to such customer. 3) Subject to all applicable laws and orders, and the Companys rules and regulations on file with the regulatory authority.
	Footnote 1: 2020 IRA - \$10.04 (Gas Utilities Case No. 00005813); 2021 IRA - \$9.07 (Gas Utilities Case No. 00008748); 2022 IRA - \$11.48 (Gas Utilities Case No. 00012592); 2023 IRA - \$12.16 (Gas Utilities Case No. 00016275) Footnote 2: 2020 IRA - \$164.48 (Gas Utilities Case No. 00005813); 2021 IRA - \$137.93 (Gas Utilities Case No. 00008748); 2022 IRA - \$166.83 (Gas Utilities Case No. 00012592); 2023 IRA - \$215.21 (Gas Utilities Case No. 00016275) Footnote 3: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592); 2023 IRA - \$22.21 (Gas Utilities Case No. 00016275) Footnote 4: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592); 2023 IRA - \$22.21 (Gas Utilities Case No. 00016275) Footnote 5: 2020 IRA - \$133.74 (Gas Utilities Case No. 00005813); 2021 IRA - \$113.60 (Gas Utilities Case No. 00008748); 2022 IRA - \$143.83 (Gas Utilities Case No. 00012592); 2023 IRA - \$228.91 (Gas Utilities Case No. 00016275) Footnote 6: 2020 IRA - \$19.58 (Gas Utilities Case No. 00005813); 2021 IRA - \$16.47 (Gas Utilities Case No. 00008748); 2022 IRA - \$20.74 (Gas Utilities Case No. 00012592); 2023 IRA - \$22.21 (Gas Utilities Case No. 00016275)
	Meters Read On and After May 24, 2024
	Supersedes Rate Schedule Dated May 25, 2023 (CGSA Cities except Mustang Ridge) January 15, 2024 (City of Mustang Ridge)
T-TERMS-CenGulf-IS	Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS Central-Gulf Service Area
	GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
	SERVICE
	1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 29159

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service.</p> <p>1.2 DEFINITIONS</p> <p>The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Company`s incremental cost to purchase natural gas.</p> <p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.</p> <p>Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.</p> <p>Commission or The Commission: The Railroad Commission of Texas. Company: Texas Gas Service Company, a Division of ONE Gas, Inc.</p> <p>Consumption Period: Shall mean a volumetric billing period.</p> <p>Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier`s Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.</p> <p>Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.</p> <p>Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day. Dekatherm (Dth): Shall mean 1,000,000 Btu`s (1 MMBtu). This unit will be on a dry basis. Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.</p> <p>Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.</p> <p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.</p> <p>Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.</p> <p>Mcf: Shall mean 1,000 cubic feet of Gas.</p> <p>Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.</p> <p>Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.</p> <p>Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.</p> <p>PDA: Shall mean a predetermined allocation method.</p> <p>Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.</p> <p>Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.</p> <p>Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.</p> <p>Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.</p> <p>Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company`s pipeline system.</p> <p>Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Central-Gulf Service Area, or the Railroad Commission of Texas, as applicable.</p> <p>Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.</p> <p>Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.</p> <p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company`s distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company`s distribution system.</p> <p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 COMPANY`S RESPONSIBILITY</p> <p>Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 29159
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK). a) In no event shall Company be required to expand, modify, construct, rearrange, or change the operations of the Pipeline System in order to receive gas from or on behalf of Customer or in order to deliver gas to Customer at any existing Points of Delivery. Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System.</p> <p>1.4 CUSTOMER'S RESPONSIBILITY</p> <p>Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Gas received by Company for the Customer shall be free from all adverse claims, liens, and encumbrances; b) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas; c) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer; d) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company; e) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.5; f) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service; g) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and h) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.5 QUALIFIED SUPPLIER'S RESPONSIBILITY</p> <p>Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion. b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination. c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period. d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Customer shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable. e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p> <p>1.6 IMBALANCES</p> <p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 29159**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>Meters Read On and After August 4, 2020 (CGSA except Bastrop Env., Buda Inc., Marble Falls and Pflugerville) September 15, 2022 (Bastrop Env., Buda Inc., Marble Falls and Pflugerville) January 15, 2024 (Hutto Env. and Mustang Ridge)</p> <p>Supersedes Rate Schedules Dated October 26, 2016 (Cities of Austin, Bee Cave, Cedar Park, Dripping Springs, Kyle, Lakeway, Rollingwood, Sunset Valley, and West Lake Hills, TX) January 6, 2017 (Cities of Cuero, Gonzales, Lockhart, Luling, Nixon, Shiner, and Yoakum, TX) November 23, 2016 (Unincorporated Areas of the Central Texas Service Area) May 9, 2016 (Incorporated and Unincorporated Areas of the Gulf Coast Service Area) May 22, 2019 (City of Beaumont)</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>
91463	D	MCF	\$.8500	02/01/2023	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	36844	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

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

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 29159

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

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: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 31563

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO: 845951

ORIGINAL CONTRACT DATE: 11/28/2018 **RECEIVED DATE:** 03/30/2023

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:** 02/27/2023

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: Tariff Withdrawn eff. 2/27/2023

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO: ORD-NTX-IS A 2018RC

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Tariff Withdrawn eff. 2/27/2023 per the 2022 West-North ISOS Consolidation Rate Case apprvd via Oplaw.

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado

TITLE: Rates Coordinator

ADDRESS LINE 1: 1301 South Mopac Expressway

ADDRESS LINE 2: IV Barton Skyway, Suite 400

CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**

AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
39639	Transportation customers in the Incorporated areas of the NORTH TX SVC AREA	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 31563
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
1-1-NTX-IS-COSAdj	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE 1-1 North Texas Service Area</p> <p style="text-align: center;">COST OF SERVICE ADJUSTMENT CLAUSE</p> <p>A. APPLICABILITY</p> <p>This Cost of Service Adjustment Clause applies to all gas sales and standard transportation rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc. (the Company) currently in force in the incorporated areas of the Company's North Texas Service Area. All rate calculations under this tariff shall be made on a North Texas Service Area system wide basis. If, through the implementation of the provisions of this mechanism, it is determined that rates should be decreased or increased, then rates will be adjusted accordingly in the manner set forth herein. The rate adjustments implemented under this mechanism will reflect annual changes in the Company's cost of service and rate base as computed herein.</p> <p>B. EFFECTIVE DATE</p> <p>Rate adjustments shall be made in accordance with the procedures described below on an annual basis. The Company shall make its annual filing no later than May 1, with the rate adjustments to be effective for meters read on or after the first billing cycle of August each year. The first filing pursuant to this tariff shall be no later than May 1, 2019 and shall be based on the financial results for the calendar year ending December 31, 2018.</p> <p>C. COMPONENTS OF THE RATE ADJUSTMENT</p> <p>Calculation of the rate adjustment will be based on operating expenses, return on investment, and Federal Income Tax. One half of the rate adjustment shall be included in the monthly Customer Charge and one half shall be included in the volumetric rates of the applicable gas sales and standard transportation rate schedules. The actual percentage change in total calendar year operating expenses shall not exceed three and one-quarter percent (3.25%), provided that the costs for the Company to provide public notice and reimburse City and Company rate case expenses as required herein, shall not be included in calculating the (3.25%) limitation. The Company shall file with each regulatory authority having original jurisdiction over the Company's rates the schedules specified below, by FERC Account, for the prior calendar year period. The schedules will be based upon the Company's audited financial data, as adjusted, and provided in a format that will allow for the same analysis as that undertaken of a Company Statement of Intent filing, and shall include the following information:</p> <p>C.1 Operating Expenses - Operating expenses will be those reported as part of our audited financials that are reconciled to the general ledger and assigned to the North Texas Service Area level (either directly or allocated) in a manner consistent with the most recent North Texas Service Area rate case.</p> <p>The applicable expenses are:</p> <ul style="list-style-type: none"> Depreciation and Amortization Expense (Account Nos. 403-405) * Taxes Other Than FIT (Account No. 408) ** Operation and Maintenance Expenses (Account Nos. 850-894, excluding any cost of gas related expenses) Customer Related Expenses (Account Nos. 901-916) Administrative & General Expenses (Account Nos. 920-932) Interest on Customer Deposits (Account No. 431) <p>This information will be presented with supporting calculations.</p> <p>* Based on the last approved depreciation methods and lives. ** Includes Texas Franchise Tax. Excludes City Franchise Fees, Gross Receipts, and any other revenue-based tax.</p> <p>All shared expenses allocated to the North Texas Service Area must be supported by workpapers containing the allocated amount, methodology and factors. The Company shall provide additional information for all operating expenses upon request by the regulatory authority during the ninety (90) day review period specified in Section D.</p> <p>C.2 Return on Investment - The rate of return will remain constant at 7.395% which reflects the capital structure and debt cost authorized in the most recent North Texas Service Area rate case and a return on equity of 9.5%. The return on investment is the rate of return multiplied by the rate base balance for the applicable calendar year.</p> <p>The rate base balance is composed of:</p> <ul style="list-style-type: none"> Net Utility Plant in Service at year-end * Plus: Other Rate Base Items:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 31563
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Materials and Supplies Inventories -13-month average
 Prepayments - 13-month average
 Prepaid Pension - 13-month average
 Cash Working Capital - shall be set to zero (\$0)

Less:

Customer Deposits (Account No. 235) at year end
 Customer Advances (Account No. 252) at year-end
 Deferred Federal Income Taxes at year-end, adjusted to reflect the federal income tax rate in C.3.

* Net Utility Plant in Service as shown by FERC account. Gross utility plant in service and accumulated depreciation by account will be shown separately

Supporting information for all rate base items shall be provided to the regulatory authority during the ninety (90) day review period specified in Section D upon request by the regulatory authority.

C.3 Federal Income Tax

Applicable calendar year federal income taxes will be calculated as follows:

Net Taxable Income (applicable calendar-year end rate base multiplied by rate of return from the most recent North Texas Service Area rate case included in Section C.2.)

Less: Interest on Long Term Debt (applicable calendar-year end rate base multiplied by debt cost component of return from the most recent North Texas Service Area rate case)

Multiplied by: Tax Factor $(0.21 / (1-0.21))$ or 0.26582.

The Tax Factor will be calculated using the federal income tax rate(s) in effect during the period revenues from the COSA will be collected, including newly enacted federal tax rates to the extent such new rates are known at the time of the annual filing.

C.4 Cost of Service Adjustment - The amount to be collected through the Cost of Service Adjustment will be the sum of the amounts from Sections C.1, C.2, and C.3 that total to the revenue requirement, less the calendar year actual non-gas revenue and other revenue (i.e., transportation revenue and service charges), adjusted for the revised Texas Franchise Tax described in Chapter 171 of the Texas Tax Code.

The formula to calculate the Cost of Service Adjustment is:

$[(C.1 \text{ Operating Expenses} + C.2 \text{ Return on Investment} + C.3 \text{ Federal Income Tax} - \text{Actual Non-Gas and Other Revenues})]$ divided by $(1 - \text{Texas Franchise Tax statutory rate})$

C.5 Cost of Service Adjustment Rate

The Cost of Service Adjustment as calculated in Section C.4 will be allocated among the customer classes in the same manner as the cost of service was allocated among classes of customers in the Company's latest effective rates for the North Texas Service Area. One half of the Cost of Service Adjustment for each customer class will be converted into a per-customer per-month amount to produce the Customer Charge Adjustment Rate. The Customer Charge Adjustment Rate will be one half of the Cost of Service Adjustment as allocated to that class, divided by the average number of bills in each class for the North Texas Service Area. The Customer Charge Adjustment Rate, either an increase or decrease, will be included in the gas sales and standard transportation customer charges. The remaining half of the Cost of Service Adjustment for each customer class will be converted into a per Ccf amount to produce the Volumetric Adjustment Rate. The Volumetric Adjustment Rate will be one half of the Cost of Service Adjustment as allocated to that class, divided by the total annual volumes (Ccf) for each class for the North Texas Service Area. The Volumetric Adjustment Rate, either an increase or decrease, will be included in the gas sales and standard transportation volumetric charges.

C.6 Attestation

A sworn statement shall be filed by the Company's Director of Rates, affirming that the filed schedules are in compliance with the provisions of this tariff and are true and correct to the best of his/her knowledge, information, and belief. No testimony shall be filed.

C.7 Proof of Revenues

The Company shall also provide a schedule demonstrating the proof of revenues relied upon to calculate the proposed Cost of Service Adjustment rate. The proposed rates shall conform as closely as practicable to the revenue allocation principles in effect prior to the adjustment.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 31563

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>C.8 Notice</p> <p>Notice of the annual Cost of Service Adjustment shall be provided in a form similar to that required under Section 104.103, TEX. UTIL. CODE ANN not later than the 60th day after the date the utility files the COSA with the regulatory authority. The notice to customers shall include the following information:</p> <ul style="list-style-type: none"> a) a description of the proposed revision of rates and schedules; b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer class; c) the service area or areas in which the proposed rate adjustment would apply; d) the date the proposed rate adjustment was filed with the regulatory authority; and e) the Company's address, telephone number, and website where information concerning the proposed cost of service adjustment may be obtained. <p>D. REGULATORY REVIEW OF ANNUAL RATE ADJUSTMENT</p> <p>The regulatory authority with original jurisdiction will have a period of not less than ninety (90) days within which to review the proposed annual rate adjustment. During the review period, the Company shall provide additional information and supporting documents as requested by the regulatory authority and such information shall be provided within ten (10) working days of the original request.</p> <p>The rate adjustment shall take effect for meters read on or after the first billing cycle of August each year. This Cost of Service Adjustment Rate Schedule does not limit the legal rights and duties of the regulatory authority. The Company's annual rate adjustment will be made in accordance with all applicable laws. If at the end of the ninety (90) day review period, the Company and the regulatory authority with original jurisdiction have not reached an agreement on the proposed Cost of Service Adjustment Rate, the regulatory authority may take action to deny such adjustment or approve a different adjustment. If at the end of the ninety (90) day review period, the regulatory authority takes no action, the proposed Cost of Service Adjustment Rate will be deemed approved.</p> <p>The Company shall have the right to appeal any action by the regulatory authority to the Railroad Commission of Texas not later than the 30th day after the date of the final decision by the regulatory authority. Upon the filing of any appeal, the Company shall have the right to implement its Cost of Service Adjustment Rate, subject to refund.</p> <p>To defray the cost, if any, of regulatory authorities conducting a review of Company's annual rate adjustment, Company shall reimburse the regulatory authorities for their reasonable expenses for such review. Any reimbursement contemplated hereunder shall be deemed a reasonable and necessary operating expense of the Company in the year in which the reimbursement is made.</p> <p>A regulatory authority seeking reimbursement under this provision shall submit its request for reimbursement to the Company following the final approval of the COSA but no later than October 1 of the year in which the adjustment is made. The Company shall reimburse the regulatory authorities in accordance with this provision no later than thirty (30) days of receiving the request for reimbursement.</p> <p style="text-align: right;">Meters Read On and After November 28, 2018</p> <p>Initial Rate Schedule Texas Gas Service Company, a Division of ONE Gas, Inc. North Texas Service Area</p> <p style="text-align: right;">RATE SCHEDULE EDIT-RIDER</p> <p style="text-align: center;">EXCESS DEFERRED INCOME TAX CREDIT</p> <p>A. APPLICABILITY</p> <p>This Excess Deferred Income Tax Credit applies to all general service rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc., currently in force in the Company's North Texas Service Area within the incorporated and unincorporated areas of Aledo, Breckenridge, Bryson, Graford, Graham, Jacksboro, Jermyn, Hudson Oaks, Millsap, Mineral Wells, Palo Pinto, Perrin, Possum Kingdom, Punkin Center, Weatherford, Whitt, and Willow Park, Texas including Rate Schedules 10, 20, 30, 40, 1Z, 2Z, 3Z, 4Z, T-1 and T-1-ENV.</p> <p>B. CALCULATION OF CREDIT</p> <p>The annual amortization of the regulatory liability for excess deferred income taxes resulting from the Tax Cuts and Jobs Act of 2017 and in compliance with GUD No. 10695, will be credited to customers annually on a one-time, per bill basis and will show as a separate line item on the customer's bill until fully amortized.</p> <p>EDIT CREDIT - The total amount, if any, of the credit in a given year will be determined by: The average rate assumption method (ARAM) as required by the Tax Cuts and Jobs Act of 2017 Section 13001(d) for protected property; and A 10-year amortization for nonprotected property.</p>
EDIT-Rider-NTX-ISO	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 31563
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

TRUE-UP ADJUSTMENT - The Excess Deferred Income Tax credit shall be true-up annually. The True-Up Adjustment will be the difference between the amount of that year's EDIT Credit and the amount actually credited to customers.

EDIT CREDIT PER CUSTOMER - The EDIT credit per customer will be determined by allocating that year's credit, plus/minus any prior year true up adjustment, among the customer classes utilizing the same class revenue allocation as approved in the most recent general rate case, and then by dividing each class's portion by the number of customers in that class.

C. EDIT CREDIT PER CUSTOMER

Residential: \$ 7.21
 Commercial: \$ 34.96
 Industrial: \$233.55
 Public Authority: \$ 71.99

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

D. OTHER ADJUSTMENTS

Taxes: Plus applicable taxes and fees (including franchise fees) related to above.

E. ANNUAL FILING

The Company shall make a filing each year no later than December 31, including the following information:

- a. the total dollar amount of that year's EDIT Credit;
- b. the total dollar amount actually credited to customers;
- c. true-up amount, if any, due to the difference between items a. and b., above;
- d. the amount of the upcoming year's EDIT Credit; and
- e. the amounts of the upcoming year's EDIT Credit Per Customer.

F. CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Meters Read On and After April 27, 2022
 Dated April 28, 2021

Supersedes Same Rate Schedule

ORD-NTX-IS A

Texas Gas Service Company, a Division of ONE Gas, Inc.
 RATE SCHEDULE ORD-NTX North Texas Service Area

CITY ORDINANCE LISTING**APPLICABILITY**

Applicable to all gas sales and standard transport customers.

TERRITORY

All customers in the incorporated areas of the North Texas Service Area which include Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park, Texas.

DESCRIPTION

Per the TGS Statement of Intent filed 6/20/2018 and the GUD 10739 Unanimous Settlement Agreement signed by TGS and the RRC on October 3, 2018, the following cities approved new rates for gas sales and transportation service customers in the incorporated North Texas service area via ordinances listed below.

City	Ordinance #	Date Ordinance Passed	Effective Date of Gas Sales and Standard Transport Rate Schedules
Aledo	2018-103	11/15/2018	11/28/2018
Breckenridge	18-18	11/6/2018	11/28/2018
Bryson	O-2018-02	11/12/2018	11/28/2018
Graford	2018-6	11/13/2018	11/28/2018
Graham	1076	11/1/2018	11/28/2018
Hudson Oaks	2018-21	12/13/2018	11/28/2018
Jacksboro	O-21-18	10/22/2018	11/28/2018
Millsap	18-04-01	12/4/2018	11/28/2018
Mineral Wells	2018-21	11/6/2018	11/28/2018
Weatherford	945-2018-60	12/11/2018	11/28/2018
Willow Park	783-18	11/13/2018	11/28/2018

GAS SERVICES DIVISION

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RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PIT-NTX-ISOS	<p>Meters Read On and After November 28, 2018 Initial Rate Schedule Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE PIT North Texas Service Area</p>
<p>PIPELINE INTEGRITY TESTING (PIT) RIDER</p>	
<p>PURPOSE</p> <p>The purpose of this Pipeline Integrity Testing Rider is to promote the public interest in pipeline safety by enabling the Company to recover the reasonable and necessary Pipeline Integrity Safety Testing expenses incurred by the Company during the prior year (including contractor costs but excluding the labor cost of TGS employees. These legally mandated operating and maintenance expenses shall be recovered through a separate monthly volumetric charge (the Pipeline Integrity Testing or PIT Surcharge) that shall be shown as a separate line item on the customer's monthly bill and calculated for each customer class as described below. Capital expenditures associated with the Pipeline Integrity Program shall continue to be recovered through base rates and any interim rate adjustments implemented pursuant to Section 104.301 of the Gas Utility Regulatory Act.</p>	
<p>APPLICABILITY</p> <p>This Rider shall be applied to all gas sales and transportation customers within the service territory designated below, except special contract customers.</p>	
<p>TERRITORY This Rider shall apply throughout the Company's North Texas Service Area (NTSA), both within the incorporated and unincorporated areas of Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford, Willow Park, Texas, and the unincorporated cities of Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center, and Whitt, Texas.</p>	
<p>QUALIFYING EXPENSES</p> <p>This Rider applies only to the legally mandated safety testing of the Company's transmission lines in the NTSA under the Pipeline Integrity Safety Testing Program. The operating and maintenance expense items that qualify for recovery under this Rider shall include the contractor costs associated with land and leak survey, permitting, and job order preparation and completion; the clearing of right-of-way; any needed notifications to adjacent businesses and residences; traffic control equipment and personnel; Direct Current Voltage Gradient (DCVG), Close Interval (CI), and other surveys to ensure the integrity of the pipeline system; any required rigid bypasses; flushing of the lines and testing and disposal of the flush water; hydrostatic testing of the lines and analysis and disposal of the test water; any required pigging of the lines in connection with safety testing; any required x-ray welding; metallurgical testing of the pipeline or components thereof; site restoration, painting, and clean-up; expenses associated with providing a supply of compressed natural gas (CNG) to ensure uninterrupted service to customers during testing; and any other operating and maintenance expenses reasonably necessary to safely and effectively perform required safety testing of the Company's pipelines in the NTSA. Neither capital expenditures by the Company, nor the labor cost of TGS employees, shall be recovered under this Rider.</p>	
<p>CALCULATION OF PIT SURCHARGES</p> <p>The Pipeline Integrity Testing Surcharges established under this Rider shall be designed so as to recover the Total Testing Expense incurred in the prior year for Pipeline Integrity Safety Testing, and shall be calculated as follows:</p> <p>The Total Annual Testing Expense shall be divided by the estimated average annual usage to produce the annual PIT Surcharge.</p> $\text{PIT Surcharge} = \frac{\text{Total Annual Testing Expense}}{\text{Estimated Annual Usage}}$ <p>Based upon customer data for the prior calendar year and any other relevant factors, the estimated annual usage may be revised annually to account for customer growth, and the resulting revised PIT Surcharge shall be applied to each class for the ensuing 12-month recovery period.</p>	
<p>ANNUAL RECONCILIATION</p> <p>After completion of each annual recovery period, the total revenues collected under this Rider for that year shall be reconciled against the revenues previously calculated to be collected for that year, and the PIT Surcharge for each class shall be adjusted upward or downward so that the Company recovers any under-recoveries or refunds any over-recoveries that may have accrued under the Rider, plus monthly interest on those under-recoveries or over-recoveries at the cost of long-term debt approved in the Company's most recent general rate case in which rates were set by the Commission for application to customers in the NTSA Cities. The reconciliation shall be filed with the regulatory authority on or before February 21st of each year, and the regulatory authority shall complete its review of the reconciliation on or before March 21st of each year, so that the Company can implement the reconciled PIT Surcharges beginning</p>	

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	with the first billing cycle for April of each succeeding year.
	DEFERRED ACCOUNTING
	The Company is authorized and directed to defer, as a regulatory asset, all Pipeline Integrity Safety Testing expenses incurred during the testing cycle starting on January 1, 2016 and all revenues specifically collected under this Rider shall be applied to the deferred expense account. The Company shall not earn a return on any regulatory asset created under this provision, and no such regulatory asset shall be included in the Company's invested capital (rate base) for ratemaking purposes.
	ANNUAL REPORT & APPLICABLE PSCC
	On or before February 21st after each calendar year, the Company shall file a report with the Commission and the NTSA Cities showing all Pipeline Integrity Safety Testing expenses incurred during the previous calendar year and verifying the prior year's collections and any under-recoveries or over-recoveries accruing to date under this Rider. The report shall separately identify and list such expenses by account number and project number. Prior to the effective date of this Rider and on or before February 21st of each succeeding year while this Rider is in effect, the Company shall also file an Addendum to this Rider with the Commission and the NTSA Cities (a) identifying the PIT Surcharges that will be applied during the ensuing 12-month recovery period from April 1st through March 31st, and (b) providing the underlying data and calculations on which each PIT Surcharge for that period is based.
	NOTICE TO AFFECTED CUSTOMERS
	In addition to the annual report and Addendum to this Rider required above, the Company shall provide, on or before March 31st after each calendar year, written notice to each affected customer of (a) the PIT Surcharge that will be applied during the ensuing 12-month period from April 1st through March 31st, and (b) the effect the PIT Surcharge is expected to have on the average monthly bill for each affected customer class. The written notice shall be provided in both English and Spanish, shall be the only information contained on the piece of paper on which it is printed, and may be provided either by separate mailing or by insert included with the Company's monthly billing statements. The Company shall also file an affidavit annually with the Commission and the NTSA Cities certifying that notice has been provided to customers in this manner. The notice shall be presumed to be complete three calendar days after the date the separate mailing or billing statement is deposited in a postage-paid, properly addressed wrapper in a post office or official depository under care of the United States Postal Service. The initial notice shall be filed with, reviewed, and approved by the regulatory authority, and each subsequent notice shall follow the same format as that of the approved initial notice.
PSF-ALL-ISOS-PSAF	Initial Rate Schedule Meters Read On and After November 28, 2018 Texas Gas Service Company, a Division of ONE Gas, Inc. All Service Areas
	RATE SCHEDULE PSF
	PIPELINE SAFETY AND REGULATORY PROGRAM FEES
	TEXAS ADMINISTRATIVE CODE
	TITLE 16 ECONOMIC REGULATION
	PART 1 RAILROAD COMMISSION OF TEXAS
	CHAPTER 8 PIPELINE SAFETY REGULATIONS
	SUBCHAPTER C REQUIREMENTS FOR GAS PIPELINES ONLY
	Rule Section8.201 Pipeline Safety and Regulatory Program Fees
	(a) Application of fees. Pursuant to Texas Utilities Code, Section121.211, the Commission establishes a pipeline safety and regulatory program fee, to be assessed annually against operators of natural gas distribution pipelines and pipeline facilities and natural gas master metered pipelines and pipeline facilities subject to the Commission's jurisdiction under Texas Utilities Code, Title 3. The total amount of revenue estimated to be collected under this section does not exceed the amount the Commission estimates to be necessary to recover the costs of administering the pipeline safety and regulatory programs under Texas Utilities Code, Title 3, excluding costs that are fully funded by federal sources for any fiscal year.
	(b) Natural gas distribution systems. The Commission hereby assesses each operator of a natural gas distribution system an annual pipeline safety and regulatory program fee of \$1.00 for each service (service line) in service at the end of each calendar year as reported by each system operator on the U.S. Department of Transportation (DOT) Gas Distribution Annual Report, Form PHMSA F7100.1-1 due on March 15 of each year.
	(1) Each operator of a natural gas distribution system shall calculate the annual pipeline safety and regulatory program total to be paid to the Commission by multiplying the \$1.00 fee by the number of services listed in Part B, Section 3, of Form PHMSA F7100.1-1, due on March 15 of each year.
	(2) Each operator of a natural gas distribution system shall remit to the Commission on March 15 of each year the amount calculated under paragraph (1) of this subsection.

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	<p>(3) Each operator of a natural gas distribution system shall recover, by a surcharge to its existing rates, the amount the operator paid to the Commission under paragraph (1) of this subsection. The surcharge:</p> <p>(A) shall be a flat rate, one-time surcharge;</p> <p>(B) shall not be billed before the operator remits the pipeline safety and regulatory program fee to the Commission;</p> <p>(C) shall be applied in the billing cycle or cycles immediately following the date on which the operator paid the Commission;</p> <p>(D) shall not exceed \$1.00 per service or service line (For the calendar year 2022 annual pipeline safety and regulatory program fee, billed effective with meters read on and after March 28, 2023, Texas Gas Service Company, a Division of ONE Gas, Inc. will bill all customers a one-time customer charge per bill of \$1.00, based on \$1.00 per service line); and</p> <p>(E) shall not be billed to a state agency, as that term is defined in Texas Utilities Code, Section101.003.</p> <p>(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each operator of a natural gas distribution system shall file with the Commission`s Oversight and Safety Division a report showing:</p> <p>(A) the pipeline safety and regulatory program fee amount paid to the Commission;</p> <p>(B) the unit rate and total amount of the surcharge billed to each customer;</p> <p>(C) the date or dates on which the surcharge was billed to customers; and</p> <p>(D) the total amount collected from customers from the surcharge. Reports for the Commission shall be filed electronically at GUD_Compliance@rrc.texas.gov or at the following address: Compliance Filing Director of Oversight and Safety Division Gas Services Department Railroad Commission of Texas P.O. Box 12967 Austin, Texas 78711-2967</p> <p>(5) Each operator of a natural gas distribution system that is a utility subject to the jurisdiction of the Commission pursuant to Texas Utilities Code, Chapters 101 - 105, shall file a generally applicable tariff for its surcharge in conformance with the requirements of Section7.315 of this title (relating to Filing of Tariffs).</p> <p>(6) Amounts recovered from customers under this subsection by an investor-owned natural gas distribution system or a cooperatively owned natural gas distribution system shall not be included in the revenue or gross receipts of the system for the purpose of calculating municipal franchise fees or any tax imposed under Subchapter B, Chapter 182, Tax Code, or under Chapter 122, nor shall such amounts be subject to a sales and use tax imposed by Chapter 151, Tax Code, or Subtitle C, Title 3, Tax Code.</p> <p>(c) Natural gas master meter systems. The Commission hereby assesses each natural gas master meter system an annual pipeline safety and regulatory program fee of \$100 per master meter system.</p> <p>(1) Each operator of a natural gas master meter system shall remit to the Commission the annual pipeline safety and regulatory program fee of \$100 per master meter system no later than June 30 of each year.</p> <p>(2) The Commission shall send an invoice to each affected natural gas master meter system operator no later than April 30 of each year as a courtesy reminder. The failure of a natural gas master meter system operator to receive an invoice shall not exempt the natural gas master meter system operator from its obligation to remit to the Commission the annual pipeline safety and regulatory program fee on June 30 each year.</p> <p>(3) Each operator of a natural gas master meter system shall recover as a surcharge to its existing rates the amounts paid to the Commission under paragraph (1) of this subsection.</p> <p>(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each natural gas master meter system operator shall file with the Oversight and Safety Division a report showing:</p> <p>(A) the pipeline safety and regulatory program fee amount paid to the Commission;</p> <p>(B) the unit rate and total amount of the surcharge billed to each customer;</p> <p>(C) the date or dates on which the surcharge was billed to customers; and</p> <p>(D) the total amount collected from customers from the surcharge.</p> <p>(d) Late payment penalty. If the operator of a natural gas distribution system or a natural gas master meter system does not remit payment of the annual pipeline safety and regulatory program fee to the Commission within 30 days of the due date, the Commission shall assess a late payment penalty of 10 percent of the total assessment due under subsection (b) or (c) of this section, as applicable, and</p>

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shall notify the operator of the total amount due to the Commission.

Source Note: The provisions of this Section 8.201 adopted to be effective September 8, 2003, 28 TexReg 7682; amended to be effective November 24, 2004, 29 TexReg 10733; amended to be effective May 15, 2005, 30 TexReg 2849; amended to be effective December 19, 2005, 30 TexReg 8428; amended to be effective April 18, 2007, 32 TexReg 2136; amended to be effective November 12, 2007, 32 TexReg 8121; amended to be effective September 21, 2009, 34 TexReg 6446; amended to be effective August 30, 2010, 35 TexReg 7743; amended to be effective November 14, 2011, 36 TexReg 7663; amended to be effective November 11, 2013, 38 TexReg 7947; amended to be effective January 6, 2020, 45 TexReg 121

Meters Read On and After
March 28, 2023

Supersedes Same Sheet Dated
March 28, 2022

T-1-NTX-IS

Texas Gas Service Company, a Division of ONE Gas, Inc.
North Texas Service Area

RATE SCHEDULE T-1

TRANSPORTATION SERVICE RATE

APPLICABILITY

Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule.

Service under this rate schedule is available for the transportation of customer-owned natural gas through the Company's distribution system. The customer must arrange with its gas supplier to have the customer's gas delivered to one of the Company's existing receipt points for transportation by the Company to the customer's facilities at the customer's delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.

AVAILABILITY

Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Company's North Texas distribution system which includes the incorporated areas of Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford, and Willow Park, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.

COST OF SERVICE RATE

During each monthly billing period, a customer charge per meter per month listed by customer class as follows:

All Classes \$ 250.00 per month

Plus - All Ccf per monthly billing period listed by customer class as follows:

Commercial - \$0.57978 per Ccf
Industrial - \$0.55395 per Ccf
Public Authority - \$0.54101 per Ccf

ADDITIONAL CHARGES

- 1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.
- 2) A charge will be made each month to recover the cost of any applicable franchise fees paid to the cities.
- 3) In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the North Texas Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer.
- 4) Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider RCE.
- 5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

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T-TERMS-NTX-ISOS	<p>6) The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT Rider.</p> <p>SUBJECT TO</p> <p>1) Tariff T-TERMS, General Terms and Conditions for Transportation.</p> <p>2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's rate schedule which would otherwise be available to such customer.</p> <p>3) Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.</p> <p>Initial Rate Schedule Meters Read On and After November 28, 2018</p> <p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS North Texas Service Area</p> <p style="text-align: center;">GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE Nothing shall be deemed to supersede the respective rights and obligations of Company and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company's North Texas distribution system which includes the incorporated and unincorporated areas of Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford, Willow Park, Texas and the unincorporated cities of Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center and Whitt, Texas.</p> <p>1.2 DEFINITIONS</p> <p>The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Company's incremental cost to purchase natural gas.</p> <p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.</p> <p>Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of sixty degrees (60 degrees) Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean one million (1,000,000) Btu.</p> <p>Commission or The Commission: The Railroad Commission of Texas.</p> <p>Company: Texas Gas Service Company, a Division of ONE Gas, Inc.</p> <p>Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.</p> <p>Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.</p> <p>Consumption Period: Shall mean a volumetric billing period.</p> <p>Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (central clock time) on one calendar day and ending at 9:00 a.m. (central clock time) the following calendar day.</p> <p>Dekatherm (Dth): Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.</p> <p>Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.</p>

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	<p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.</p> <p>Mcf: Shall mean one thousand (1,000) cubic feet of Gas</p> <p>Month: Shall mean the period beginning at 9:00 a.m. central clock time on the first Day of each calendar month and ending at 9:00 a.m. Central clock time on the first Day of the next succeeding calendar month.</p> <p>Monthly Tolerance Limit: Shall mean five percent (5%) of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.</p> <p>Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.</p> <p>PDA: Shall mean a predetermined allocation method.</p> <p>Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.</p> <p>Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.</p> <p>Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.</p> <p>Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.</p> <p>Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.</p> <p>Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the North Texas Service Area, or the Railroad Commission of Texas, as applicable.</p> <p>Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.</p> <p>Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.</p> <p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.</p> <p>Week: Shall mean a period of seven (7) consecutive Days beginning at 9:00 a.m. central clock time on each Monday and ending at the same time on the next succeeding Monday. Year: Shall mean a period of three hundred sixty-five (365) consecutive Days, or three hundred sixty-six (366) consecutive Days when such period includes a February 29.</p> <p>1.3 COMPANY'S RESPONSIBILITY</p> <p>Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK).</p> <p>a) In no event shall Company be required to expand, modify, construct, rearrange, or change the operations of the Pipeline System in order to receive gas from or on behalf of Customer or in order to deliver gas to Customer at any existing Points of Delivery. Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System.</p> <p>1.4 CUSTOMER'S RESPONSIBILITY</p> <p>Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Gas received by Company for the Customer shall be free from all adverse claims, liens, and encumbrances;</p> <p>b) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in</p>

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	<p>said gas caused by the failure to provide clear title to the gas;</p> <p>c) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer;</p> <p>d) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;</p> <p>e) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.5;</p> <p>f) Transportation Service is not available for a term less than twelve (12) months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service;</p> <p>g) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs;</p> <p>h) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after thirty (30) calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.5 QUALIFIED SUPPLIER'S RESPONSIBILITY</p> <p>Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion.</p> <p>b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.</p> <p>c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero (0) imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Customer shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero (0) imbalance as practicable.</p> <p>e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p> <p>1.6 IMBALANCES</p> <p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 31563
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about fifteen (15) days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the sixth (6th) Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within twenty four (24) months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>Initial Rate Schedule</p> <p>Meters Read On and After November 28, 2018</p>

RATE ADJUSTMENT PROVISIONS:

See 1-1-NTX-IS-COSAdj rate adjustment provision

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
108806	D	Ccf	\$.0000	11/28/2018	N
DESCRIPTION: All applicable transportation delivery points within Incorporated TGS NORTH TEXAS SVC AREA					
Customer	39639	Transportation customers in the Incorporated areas of the NORTH TX SVC AREA			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	
M	Other(with detailed explanation)	Firm Transportation customers within the Incorporated areas of the North TX SVC AREA

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 34271

DESCRIPTION: Distribution Transportation **STATUS:** A
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: 11/27/2024 **RECEIVED DATE:** 12/13/2024
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 11/27/2024
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:** 17471RC
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): Eff. 3/27/24, new PIT Rider rate approved via Case 10928 for Central TX cities only and PSF rate is \$1.00/meter billed during April-24 billing cycles.
OTHER(EXPLAIN): Eff. 11/27/2024 new service rates, RCE and QSR per 2024 Central Gulf ISOS Rate Case approved via OpLaw

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41077	Transportation customers in the Unincorporated Central-Gulf Service Area	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 34271
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PIT-CenGulf-ISOS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE PIT Central-Gulf Service Area PIPELINE INTEGRITY TESTING (PIT) RIDER</p> <p>PURPOSE The purpose of this Pipeline Integrity Testing Rider is to promote the public interest in pipeline safety by enabling Texas Gas Service Company, a Division of ONE Gas, Inc. (the Company) to recover the reasonable and necessary Pipeline Integrity Safety Testing expenses incurred by the Company during the prior year (including contractor costs but excluding the labor cost of Texas Gas Service Company employees). These legally mandated operating and maintenance expenses shall be recovered through a separate monthly volumetric charge (the Pipeline Integrity Testing or PIT Surcharge) that shall be shown as a separate line item on the customers monthly bill and calculated for each customer class as described below. Capital expenditures associated with the Pipeline Integrity Program shall continue to be recovered through base rates and any interim rate adjustments implemented pursuant to Section 104.301 of the Texas Utilities Code.</p> <p>APPLICABILITY This Rider shall be applied to all gas sales and transportation customers within the service territory designated below, except special contract customers.</p> <p>TERRITORY This Rider shall apply to the following gas sales and standard transportation rate schedules of the Company`s Central-Gulf Service Area (CGSA) within the incorporated and unincorporated areas of Austin, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Georgetown, Gonzales, Hutto, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nixon, Pflugerville, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas and in the environs area of Bastrop, Texas: 10, 15, 20, 25, 30, 40, C-1, CNG-1, 1Z, 1Y, 2Z, 2Y, 3Z, 4Z, C-1-ENV, CNG-1-ENV, T-1, and T-1-ENV.</p> <p>QUALIFYING EXPENSES This Rider applies only to the legally mandated safety testing of the Companys transmission lines in the CGSA under the Pipeline Integrity Safety Testing Program. The operating and maintenance expense items that qualify for recovery under this Rider shall include the contractor costs associated with land and leak survey, permitting, and job order preparation and completion; the clearing of right-of-way; any needed notifications to adjacent businesses and residences; traffic control equipment and personnel; Direct Current Voltage Gradient (DCVG), Close Interval (CI), and other surveys to ensure the integrity of the pipeline system; any required rigid bypasses; flushing of the lines and testing and disposal of the flush water; hydrostatic testing of the lines and analysis and disposal of the test water; any required pigging of the lines in connection with safety testing; any required x-ray welding; metallurgical testing of the pipeline or components thereof; site restoration, painting, and clean-up; expenses associated with providing a supply of compressed natural gas (CNG) to ensure uninterrupted service to customers during testing; and any other operating and maintenance expenses reasonably necessary to safely and effectively perform required safety testing of the Companys pipelines in the CGSA. Neither capital expenditures by the Company, nor the labor cost of Company employees, shall be recovered under this Rider.</p> <p>CALCULATION OF PIT SURCHARGES The Pipeline Integrity Testing Surcharges established under this Rider shall be designed so as to recover the Total Testing Expense incurred in the prior year for Pipeline Integrity Safety Testing, and shall be calculated as follows: The Total Annual Testing Expense shall be divided by the estimated average annual usage to produce the annual PIT Surcharge. $\text{PIT Surcharge} = \frac{\text{Total Annual Testing Expense}}{\text{Estimated Annual Usage}}$ Based upon customer data for the prior calendar year and any other relevant factors, the estimated annual usage may be revised annually to account for customer growth, and the resulting revised PIT Surcharge shall be applied to each class for the ensuing 12-month recovery period.</p> <p>ANNUAL RECONCILIATION After completion of each annual recovery period, the total revenues collected under this Rider for that year shall be reconciled against the revenues previously calculated to be collected for that year, and the PIT Surcharge for each class shall be adjusted upward or downward so that the Company recovers any underrecoveries or refunds any overrecoveries that may have accrued under the Rider, plus monthly interest on those underrecoveries or overrecoveries at the cost of long-term debt approved in the Companys most recent general rate case in which rates were set for application to customers in the CGSA. The reconciliation shall be filed with the regulatory authority on or before February 21st of each year, and the regulatory authority shall complete its review of the reconciliation on or before March 21st of each year, so that the Company can implement the reconciled PIT Surcharges beginning with the first billing cycle for April of each succeeding year.</p> <p>DEFERRED ACCOUNTING The Company is authorized and directed to defer, as a regulatory asset, all Pipeline Integrity Safety Testing expenses incurred during the testing cycle starting on January 1, 2016 and all revenues specifically collected under this Rider shall be applied to the deferred expense account. The Company shall not earn a return on any regulatory asset created under this provision, and no such regulatory asset shall be included in the Companys invested capital (rate base) for ratemaking purposes.</p> <p>ANNUAL REPORT & APPLICABLE PSCC On or before February 21st after each calendar year, the Company shall file a report with the Commission and the CGSA Cities showing all Pipeline Integrity Safety Testing expenses incurred during the previous calendar year and verifying the prior years collections and</p>

GAS SERVICES DIVISION

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RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>any underrecoveries or overrecoveries accruing to date under this Rider. The report shall separately identify and list such expenses by account number and project number. Prior to the effective date of this Rider and on or before February 21st of each succeeding year while this Rider is in effect, the Company shall also file an Addendum to this Rider with the Commission and the CGSA Cities (a) identifying the PIT Surcharges that will be applied during the ensuing 12-month recovery period from April through March billing cycles, and (b) providing the underlying data and calculations on which each PIT Surcharge for that period is based. The Company shall file the report with the Commission electronically at GUD_Compliance@rrc.texas.gov or at the following address:</p> <p>Director of Oversight and Safety Division Gas Services Department Railroad Commission of Texas P.O. Box 12967 Austin, TX 78711-2967</p> <p>NOTICE TO AFFECTED CUSTOMERS In addition to the annual report and Addendum to this Rider required above, the Company shall provide, on or before March 31st after each calendar year, written notice to each affected customer of (a) the PIT Surcharge that will be applied during the ensuing 12-month period from April through March billing cycles, and (b) the effect the PIT Surcharge is expected to have on the average monthly bill for each affected customer class. The written notice shall be provided in both English and Spanish, shall be the only information contained on the piece of paper on which it is printed, and may be provided either by separate mailing or by insert included with the Company's monthly billing statements, including electronic billing statements. The Company shall also electronically file an affidavit annually with the Commission and the CGSA Cities certifying that notice has been provided to customers in this manner. The notice shall be presumed to be complete three calendar days after the date the separate mailing or billing statement is deposited in a postage-paid, properly addressed wrapper in a post office or official depository under care of the United States Postal Service. The initial notice shall be filed with, reviewed, and approved by the regulatory authority, and each subsequent notice shall follow the same format as that of the approved initial notice.</p> <p>Meters Read On and After November 27, 2024 Supersedes Rate Schedule Dated January 15, 2024</p>
PIT-Rider-CGSA-ISOS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. Central-Gulf Service Area (Select areas) RATE SCHEDULE PIT-RIDER PIPELINE INTEGRITY TESTING (PIT) SURCHARGE RIDER</p> <p>A. APPLICABILITY The Pipeline Integrity Testing Surcharge (PIT) rate as set forth in Section (B) below is for the recovery of costs associated with pipeline integrity testing as defined in Rate Schedule PIT. This rate shall apply to the following gas sales and standard transportation rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc. currently in force in the Company's Central-Gulf Service Area (CGSA) within the incorporated and unincorporated areas of Austin, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Georgetown, Gonzales, Hutto, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nixon, Pflugerville, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas and in the environs area of Bastrop, Texas: 10, 15, 20, 25, 30, 40, C-1, CNG-1, T-1, 1Z, 1Y, 2Z, 2Y, 3Z, 4Z, C-1-ENV, CNG-1-ENV and T-1-ENV.</p> <p>B. PIT RATE -\$0.00010 per Ccf This rate will be in effect until all approved and expended pipeline integrity testing expenses are recovered under the applicable rate schedules.</p> <p>C. OTHER ADJUSTMENTS Taxes: Plus applicable taxes and fees (including franchises fees) related to above.</p> <p>D. CONDITIONS Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.</p> <p>Meters Read On and After TBD Supersedes Rate Schedule Dated March 27, 2024</p>
PSF-ALL-ISOS-PSAF	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. All Service Areas</p> <p style="text-align: right;">RATE SCHEDULE PSF</p> <p style="text-align: center;">PIPELINE SAFETY AND REGULATORY PROGRAM FEES</p> <p>TEXAS ADMINISTRATIVE CODE TITLE 16 ECONOMIC REGULATION PART 1 RAILROAD COMMISSION OF TEXAS CHAPTER 8 PIPELINE SAFETY REGULATIONS SUBCHAPTER C REQUIREMENTS FOR GAS PIPELINES ONLY</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 34271
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Rule Section 8.201 Pipeline Safety and Regulatory Program Fees</p> <p>(a) Application of fees. Pursuant to Texas Utilities Code, 121.211, the Commission establishes a pipeline safety and regulatory program fee, to be assessed annually against operators of natural gas distribution pipelines and pipeline facilities and natural gas master metered pipelines and pipeline facilities subject to the Commission's jurisdiction under Texas Utilities Code, Title 3. The total amount of revenue estimated to be collected under this section does not exceed the amount the Commission estimates to be necessary to recover the costs of administering the pipeline safety and regulatory programs under Texas Utilities Code, Title 3, excluding costs that are fully funded by federal sources for any fiscal year.</p> <p>(b) Natural gas distribution systems. The Commission hereby assesses each operator of a natural gas distribution system an annual pipeline safety and regulatory program fee of \$1.00 for each service (service line) in service at the end of each calendar year as reported by each system operator on the U.S. Department of Transportation (DOT) Gas Distribution Annual Report, Form PHMSA F7100.1-1 due on March 15 of each year.</p> <p>(1) Each operator of a natural gas distribution system shall calculate the annual pipeline safety and regulatory program total to be paid to the Commission by multiplying the \$1.00 fee by the number of services listed in Part B, Section 3, of Form PHMSA F7100.1-1, due on March 15 of each year.</p> <p>(2) Each operator of a natural gas distribution system shall remit to the Commission on March 15 of each year the amount calculated under paragraph (1) of this subsection.</p> <p>(3) Each operator of a natural gas distribution system shall recover, by a surcharge to its existing rates, the amount the operator paid to the Commission under paragraph (1) of this subsection. The surcharge:</p> <p>(A) shall be a flat rate, one-time surcharge;</p> <p>(B) shall not be billed before the operator remits the pipeline safety and regulatory program fee to the Commission;</p> <p>(C) shall be applied in the billing cycle or cycles immediately following the date on which the operator paid the Commission;</p> <p>(D) shall not exceed \$1.00 per service or service line (For the calendar year 2023 annual pipeline safety and regulatory program fee, billed effective with meters read on and after March 27, 2024, Texas Gas Service Company, a Division of ONE Gas, Inc. will bill all customers a one-time customer charge per bill of \$1.00, based on \$1.00 per service line); and</p> <p>(E) shall not be billed to a state agency, as that term is defined in Texas Utilities Code, 101.003.</p> <p>(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each operator of a natural gas distribution system shall file with the Commission's Oversight and Safety Division a report showing:</p> <p>(A) the pipeline safety and regulatory program fee amount paid to the Commission;</p> <p>(B) the unit rate and total amount of the surcharge billed to each customer;</p> <p>(C) the date or dates on which the surcharge was billed to customers; and</p> <p>(D) the total amount collected from customers from the surcharge. Reports for the Commission shall be filed electronically at GUD_Compliance@rrc.texas.gov or at the following address: Compliance Filing Director of Oversight and Safety Division Gas Services Department Railroad Commission of Texas P.O. Box 12967 Austin, Texas 78711-2967</p> <p>(5) Each operator of a natural gas distribution system that is a utility subject to the jurisdiction of the Commission pursuant to Texas Utilities Code, Chapters 101 - 105, shall file a generally applicable tariff for its surcharge in conformance with the requirements of 7.315 of this title (relating to Filing of Tariffs).</p> <p>(6) Amounts recovered from customers under this subsection by an investor-owned natural gas distribution system or a cooperatively owned natural gas distribution system shall not be included in the revenue or gross receipts of the system for the purpose of calculating municipal franchise fees or any tax imposed under Subchapter B, Chapter 182, Tax Code, or under Chapter 122, nor shall such amounts be subject to a sales and use tax imposed by Chapter 151, Tax Code, or Subtitle C, Title 3, Tax Code.</p> <p>(c) Natural gas master meter systems. The Commission hereby assesses each natural gas master meter system an annual pipeline safety and regulatory program fee of \$100 per master meter system.</p> <p>(1) Each operator of a natural gas master meter system shall remit to the Commission the annual pipeline safety and regulatory program fee of \$100 per master meter system no later than June 30 of each year.</p> <p>(2) The Commission shall send an invoice to each affected natural gas master meter system operator no later than April 30 of each year</p>

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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-1-ENV-CenGulf-OS	<p>as a courtesy reminder. The failure of a natural gas master meter system operator to receive an invoice shall not exempt the natural gas master meter system operator from its obligation to remit to the Commission the annual pipeline safety and regulatory program fee on June 30 each year.</p> <p>(3) Each operator of a natural gas master meter system shall recover as a surcharge to its existing rates the amounts paid to the Commission under paragraph (1) of this subsection.</p> <p>(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each natural gas master meter system operator shall file with the Oversight and Safety Division a report showing:</p> <p>(A) the pipeline safety and regulatory program fee amount paid to the Commission;</p> <p>(B) the unit rate and total amount of the surcharge billed to each customer;</p> <p>(C) the date or dates on which the surcharge was billed to customers; and</p> <p>(D) the total amount collected from customers from the surcharge.</p> <p>(d) Late payment penalty. If the operator of a natural gas distribution system or a natural gas master meter system does not remit payment of the annual pipeline safety and regulatory program fee to the Commission within 30 days of the due date, the Commission shall assess a late payment penalty of 10 percent of the total assessment due under subsection (b) or (c) of this section, as applicable, and shall notify the operator of the total amount due to the Commission.</p> <p>Source Note: The provisions of this 8.201 adopted to be effective September 8, 2003, 28 TexReg 7682; amended to be effective November 24, 2004, 29 TexReg 10733; amended to be effective May 15, 2005, 30 TexReg 2849; amended to be effective December 19, 2005, 30 TexReg 8428; amended to be effective April 18, 2007, 32 TexReg 2136; amended to be effective November 12, 2007, 32 TexReg 8121; amended to be effective September 21, 2009, 34 TexReg 6446; amended to be effective August 30, 2010, 35 TexReg 7743; amended to be effective November 14, 2011, 36 TexReg 7663; amended to be effective November 11, 2013, 38 TexReg 7947; amended to be effective January 6, 2020, 45 TexReg 121</p> <p>Meters Read On and After March 27, 2024</p> <p>Supersedes Same Sheet Dated March 28, 2023</p> <p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1-ENV Central-Gulf Service Area TRANSPORTATION SERVICE RATE</p> <p>APPLICABILITY Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys unincorporated areas of the Central-Gulf Service Area distribution system which includes the environs of Austin, Bastrop, Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Georgetown, Gonzales, Groves, Hutto, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills, and Yoakum, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows: Commercial \$308.08 per month Industrial \$771.38 per month Public Authority \$178.97 per month Compressed Natural Gas \$619.55 per month Electrical Generation \$175.68 per month</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Plus ` A delivery charge per monthly billing period listed by customer class as follows:</p> <p>Commercial \$0.12679 per Ccf</p> <p>Industrial \$0.14569 per Ccf</p> <p>Public Authority \$0.13768 per Ccf</p> <p>Compressed Natural Gas \$0.07817 per Ccf</p> <p>Electrical Generation</p> <p>For the First 5,000Ccf/month \$0.07724 per Ccf</p> <p>For the Next 35,000 Ccf/month \$0.06853 per Ccf</p> <p>For the Next 60,000 Ccf/month \$0.05527 per Ccf</p> <p>All Over 100,000 Ccf/month \$0.04018 per Ccf</p>
	<p>ADDITIONAL CHARGES</p> <p>1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.</p> <p>2) A charge will be made each month to recover the cost of any applicable local taxes and fees.</p> <p>3) In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the Central-Gulf Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer.</p> <p>4) The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE-ENV.</p> <p>5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT and PIT-Rider, if applicable. 6) The billing shall reflect adjustments in accordance with the provisions of the Pipeline Safety and Regulatory Program Fees Rider, Rate Schedule PSF, if applicable.</p>
	<p>SUBJECT TO</p> <p>1) Tariff T-TERMS, General Terms and Conditions for Transportation.</p> <p>2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Companys rate schedule which would otherwise be available to such customer.</p> <p>3) The taking of service under this rate schedule is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies.</p> <p>4) The Agreement shall be interpreted under Texas law.</p>
	<p>Meters Read On and After November 27, 2024 Supersedes Rate Schedule Dated January 15, 2024</p>
T-TERMS-CenGulf-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS Central-Gulf Service Area GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p>
	<p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE</p> <p>Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company`s Central Gulf distribution system within the Incorporated and Unincorporated Areas of Austin, Bastrop (environs only), Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Georgetown, Gonzales, Groves, Hutto, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills, and Yoakum, Texas.</p>
	<p>1.2 DEFINITIONS</p> <p>The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Companys incremental cost to purchase natural gas.</p> <p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Agreement: Shall mean any written Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply.</p> <p>Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 34271
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.</p> <p>Commission or The Commission: The Railroad Commission of Texas.</p> <p>Company: Texas Gas Service Company, a Division of ONE Gas, Inc.</p> <p>Consumption Period: Shall mean a volumetric billing period.</p> <p>Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Suppliers Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.</p> <p>Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.</p> <p>Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day.</p> <p>Dekatherm (Dth): Shall mean 1,000,000 Btus (1 MMBtu). This unit will be on a dry basis.</p> <p>Electrical Generation Service: Service to customers operating electric generation assets and that are registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and/or backup power systems. This service may also be provided to those known Customers who use thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.</p> <p>Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.</p> <p>Firm Service: Services offered to Customers (regardless of service class) under schedules or contracts that anticipate no interruptions. Service may be interrupted or curtailed at the discretion of the Company during Force Majeure events.</p> <p>Force Majeure: If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.</p> <p>Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.</p> <p>Mcf: Shall mean 1,000 cubic feet of Gas.</p> <p>Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.</p> <p>Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.</p> <p>Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.</p> <p>PDA: Shall mean a predetermined allocation method.</p> <p>Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.</p> <p>Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.</p> <p>Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.</p> <p>Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.</p> <p>Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Companys pipeline system.</p> <p>Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Central-Gulf Service Area, or the Railroad Commission of Texas, as applicable.</p> <p>Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.</p> <p>Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.</p> <p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Companys distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Companys distribution system.</p> <p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p>
	<p>1.3 RESTRICTIONS AND RESERVATIONS</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer's actions. Customer's Gas shall at all times remain the property of Customer, and Company shall have no right or property interest herein.</p> <p>b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.</p> <p>c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company's sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.</p> <p>d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company's transportation Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.</p> <p>e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.</p> <p>f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.</p> <p>1.4 COMPANYS RESPONSIBILITY Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a Company designated Point of Receipt, less Payment in Kind (PIK).</p> <p>1.5 CUSTOMERS RESPONSIBILITY Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;</p> <p>b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer;</p> <p>c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;</p> <p>d) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.6;</p> <p>e) Transportation Service is not available for a term less than 12-months. Termination of transportation service may, at the Companys sole discretion, delay Customers request to resume transportation service;</p> <p>f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Companys sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and</p> <p>g) In the event Customers source of gas supply is terminated by Customers Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30-calendar days advance written notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.6 QUALIFIED SUPPLIERS RESPONSIBILITY Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into Company designated Points of Receipt and shall act as the Customers agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Companys sole discretion.</p> <p>b) Qualified Supplier shall submit nominations to the Companys gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customers facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.</p> <p>c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable. e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.

1.7 IMBALANCES

Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.

- a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.
- b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.
- c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.
- d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Suppliers scheduling and/or managing the upstream transportation of the Customers gas to Companys interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Supplier's receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.
- e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.
- f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.
- g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.
- h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.

1.8 LACK OF LIABILITY

- a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.
- b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants employees, or other persons.
- c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.
- d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended.
- e) Damage to Pipeline. If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire, line strikes or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, to include the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damages are so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 34271

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Meters Read On and After November 27, 2024 Supersedes Rate Schedules Dated January 15, 2024

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>
111874	D	CCF	\$.0000	08/04/2020	N
DESCRIPTION: All applicable transportation delivery points within Unincorporated TGS CENTRAL-GULF SVC AREA					
Customer	41077	Transportation customers in the Unincorporated Central-Gulf Service Area			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	
M	Other(with detailed explanation)	Firm Transportation customers in the Unincorporated areas of CENTRAL-GULF SVC AREA

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 34272

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO: 845951

ORIGINAL CONTRACT DATE: 11/27/2024 **RECEIVED DATE:** 01/10/2025

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:** 12/30/2024

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:** 17471RC

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): Eff. 12/30/24 Pursuant to Texas HB 2263 and TAC 7.480 filings CAC & 1C-CGSA-IS are withdrawn effective with the January 2025 billing cycle

OTHER(EXPLAIN): Eff. 11/27/2024 new service rates, RCE and QSR per 2024 Central Gulf ISOS Rate Case approved via OpLaw

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado

TITLE: Rates Coordinator

ADDRESS LINE 1: 1301 South Mopac Expressway

ADDRESS LINE 2: IV Barton Skyway, Suite 400

CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**

AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41076	Transportation customers in the Incorporated Central-Gulf Service Area	N	

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RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 34272
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PIT-CenGulf-ISOS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE PIT Central-Gulf Service Area PIPELINE INTEGRITY TESTING (PIT) RIDER</p> <p>PURPOSE The purpose of this Pipeline Integrity Testing Rider is to promote the public interest in pipeline safety by enabling Texas Gas Service Company, a Division of ONE Gas, Inc. (the Company) to recover the reasonable and necessary Pipeline Integrity Safety Testing expenses incurred by the Company during the prior year (including contractor costs but excluding the labor cost of Texas Gas Service Company employees). These legally mandated operating and maintenance expenses shall be recovered through a separate monthly volumetric charge (the Pipeline Integrity Testing or PIT Surcharge) that shall be shown as a separate line item on the customers monthly bill and calculated for each customer class as described below. Capital expenditures associated with the Pipeline Integrity Program shall continue to be recovered through base rates and any interim rate adjustments implemented pursuant to Section 104.301 of the Texas Utilities Code.</p> <p>APPLICABILITY This Rider shall be applied to all gas sales and transportation customers within the service territory designated below, except special contract customers.</p> <p>TERRITORY This Rider shall apply to the following gas sales and standard transportation rate schedules of the Company`s Central-Gulf Service Area (CGSA) within the incorporated and unincorporated areas of Austin, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Georgetown, Gonzales, Hutto, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nixon, Pflugerville, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas and in the environs area of Bastrop, Texas: 10, 15, 20, 25, 30, 40, C-1, CNG-1, 1Z, 1Y, 2Z, 2Y, 3Z, 4Z, C-1-ENV, CNG-1-ENV, T-1, and T-1-ENV.</p> <p>QUALIFYING EXPENSES This Rider applies only to the legally mandated safety testing of the Companys transmission lines in the CGSA under the Pipeline Integrity Safety Testing Program. The operating and maintenance expense items that qualify for recovery under this Rider shall include the contractor costs associated with land and leak survey, permitting, and job order preparation and completion; the clearing of right-of-way; any needed notifications to adjacent businesses and residences; traffic control equipment and personnel; Direct Current Voltage Gradient (DCVG), Close Interval (CI), and other surveys to ensure the integrity of the pipeline system; any required rigid bypasses; flushing of the lines and testing and disposal of the flush water; hydrostatic testing of the lines and analysis and disposal of the test water; any required pigging of the lines in connection with safety testing; any required x-ray welding; metallurgical testing of the pipeline or components thereof; site restoration, painting, and clean-up; expenses associated with providing a supply of compressed natural gas (CNG) to ensure uninterrupted service to customers during testing; and any other operating and maintenance expenses reasonably necessary to safely and effectively perform required safety testing of the Companys pipelines in the CGSA. Neither capital expenditures by the Company, nor the labor cost of Company employees, shall be recovered under this Rider.</p> <p>CALCULATION OF PIT SURCHARGES The Pipeline Integrity Testing Surcharges established under this Rider shall be designed so as to recover the Total Testing Expense incurred in the prior year for Pipeline Integrity Safety Testing, and shall be calculated as follows: The Total Annual Testing Expense shall be divided by the estimated average annual usage to produce the annual PIT Surcharge. PIT Surcharge = Total Annual Testing Expense / Estimated Annual Usage Based upon customer data for the prior calendar year and any other relevant factors, the estimated annual usage may be revised annually to account for customer growth, and the resulting revised PIT Surcharge shall be applied to each class for the ensuing 12-month recovery period.</p> <p>ANNUAL RECONCILIATION After completion of each annual recovery period, the total revenues collected under this Rider for that year shall be reconciled against the revenues previously calculated to be collected for that year, and the PIT Surcharge for each class shall be adjusted upward or downward so that the Company recovers any underrecoveries or refunds any overrecoveries that may have accrued under the Rider, plus monthly interest on those underrecoveries or overrecoveries at the cost of long-term debt approved in the Companys most recent general rate case in which rates were set for application to customers in the CGSA. The reconciliation shall be filed with the regulatory authority on or before February 21st of each year, and the regulatory authority shall complete its review of the reconciliation on or before March 21st of each year, so that the Company can implement the reconciled PIT Surcharges beginning with the first billing cycle for April of each succeeding year.</p> <p>DEFERRED ACCOUNTING The Company is authorized and directed to defer, as a regulatory asset, all Pipeline Integrity Safety Testing expenses incurred during the testing cycle starting on January 1, 2016 and all revenues specifically collected under this Rider shall be applied to the deferred expense account. The Company shall not earn a return on any regulatory asset created under this provision, and no such regulatory asset shall be included in the Companys invested capital (rate base) for ratemaking purposes.</p> <p>ANNUAL REPORT & APPLICABLE PSCC On or before February 21st after each calendar year, the Company shall file a report with the Commission and the CGSA Cities showing all Pipeline Integrity Safety Testing expenses incurred during the previous calendar year and verifying the prior years collections and</p>

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	<p>any underrecoveries or overrecoveries accruing to date under this Rider. The report shall separately identify and list such expenses by account number and project number. Prior to the effective date of this Rider and on or before February 21st of each succeeding year while this Rider is in effect, the Company shall also file an Addendum to this Rider with the Commission and the CGSA Cities (a) identifying the PIT Surcharges that will be applied during the ensuing 12-month recovery period from April through March billing cycles, and (b) providing the underlying data and calculations on which each PIT Surcharge for that period is based. The Company shall file the report with the Commission electronically at GUD_Compliance@rrc.texas.gov or at the following address:</p> <p>Director of Oversight and Safety Division Gas Services Department Railroad Commission of Texas P.O. Box 12967 Austin, TX 78711-2967</p> <p>NOTICE TO AFFECTED CUSTOMERS In addition to the annual report and Addendum to this Rider required above, the Company shall provide, on or before March 31st after each calendar year, written notice to each affected customer of (a) the PIT Surcharge that will be applied during the ensuing 12-month period from April through March billing cycles, and (b) the effect the PIT Surcharge is expected to have on the average monthly bill for each affected customer class. The written notice shall be provided in both English and Spanish, shall be the only information contained on the piece of paper on which it is printed, and may be provided either by separate mailing or by insert included with the Company's monthly billing statements, including electronic billing statements. The Company shall also electronically file an affidavit annually with the Commission and the CGSA Cities certifying that notice has been provided to customers in this manner. The notice shall be presumed to be complete three calendar days after the date the separate mailing or billing statement is deposited in a postage-paid, properly addressed wrapper in a post office or official depository under care of the United States Postal Service. The initial notice shall be filed with, reviewed, and approved by the regulatory authority, and each subsequent notice shall follow the same format as that of the approved initial notice.</p> <p>Meters Read On and After November 27, 2024 Supersedes Rate Schedule Dated January 15, 2024</p>
PIT-Rider-CGSA-ISOS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. Central-Gulf Service Area (Select areas) RATE SCHEDULE PIT-RIDER PIPELINE INTEGRITY TESTING (PIT) SURCHARGE RIDER</p> <p>A. APPLICABILITY The Pipeline Integrity Testing Surcharge (PIT) rate as set forth in Section (B) below is for the recovery of costs associated with pipeline integrity testing as defined in Rate Schedule PIT. This rate shall apply to the following gas sales and standard transportation rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc. currently in force in the Company's Central-Gulf Service Area (CGSA) within the incorporated and unincorporated areas of Austin, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Georgetown, Gonzales, Hutto, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nixon, Pflugerville, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas and in the environs area of Bastrop, Texas: 10, 15, 20, 25, 30, 40, C-1, CNG-1, T-1, 1Z, 1Y, 2Z, 2Y, 3Z, 4Z, C-1-ENV, CNG-1-ENV and T-1-ENV.</p> <p>B. PIT RATE -\$0.00010 per Ccf This rate will be in effect until all approved and expended pipeline integrity testing expenses are recovered under the applicable rate schedules.</p> <p>C. OTHER ADJUSTMENTS Taxes: Plus applicable taxes and fees (including franchises fees) related to above.</p> <p>D. CONDITIONS Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.</p> <p>Meters Read On and After TBD Supersedes Rate Schedule Dated March 27, 2024</p>
PSF-ALL-ISOS-PSAF	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. All Service Areas</p> <p style="text-align: right;">RATE SCHEDULE PSF</p> <p style="text-align: center;">PIPELINE SAFETY AND REGULATORY PROGRAM FEES</p> <p>TEXAS ADMINISTRATIVE CODE TITLE 16 ECONOMIC REGULATION PART 1 RAILROAD COMMISSION OF TEXAS CHAPTER 8 PIPELINE SAFETY REGULATIONS SUBCHAPTER C REQUIREMENTS FOR GAS PIPELINES ONLY</p>

GAS SERVICES DIVISION

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RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 34272
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Rule Section 8.201 Pipeline Safety and Regulatory Program Fees</p> <p>(a) Application of fees. Pursuant to Texas Utilities Code, 121.211, the Commission establishes a pipeline safety and regulatory program fee, to be assessed annually against operators of natural gas distribution pipelines and pipeline facilities and natural gas master metered pipelines and pipeline facilities subject to the Commission's jurisdiction under Texas Utilities Code, Title 3. The total amount of revenue estimated to be collected under this section does not exceed the amount the Commission estimates to be necessary to recover the costs of administering the pipeline safety and regulatory programs under Texas Utilities Code, Title 3, excluding costs that are fully funded by federal sources for any fiscal year.</p> <p>(b) Natural gas distribution systems. The Commission hereby assesses each operator of a natural gas distribution system an annual pipeline safety and regulatory program fee of \$1.00 for each service (service line) in service at the end of each calendar year as reported by each system operator on the U.S. Department of Transportation (DOT) Gas Distribution Annual Report, Form PHMSA F7100.1-1 due on March 15 of each year.</p> <p>(1) Each operator of a natural gas distribution system shall calculate the annual pipeline safety and regulatory program total to be paid to the Commission by multiplying the \$1.00 fee by the number of services listed in Part B, Section 3, of Form PHMSA F7100.1-1, due on March 15 of each year.</p> <p>(2) Each operator of a natural gas distribution system shall remit to the Commission on March 15 of each year the amount calculated under paragraph (1) of this subsection.</p> <p>(3) Each operator of a natural gas distribution system shall recover, by a surcharge to its existing rates, the amount the operator paid to the Commission under paragraph (1) of this subsection. The surcharge:</p> <p>(A) shall be a flat rate, one-time surcharge;</p> <p>(B) shall not be billed before the operator remits the pipeline safety and regulatory program fee to the Commission;</p> <p>(C) shall be applied in the billing cycle or cycles immediately following the date on which the operator paid the Commission;</p> <p>(D) shall not exceed \$1.00 per service or service line (For the calendar year 2023 annual pipeline safety and regulatory program fee, billed effective with meters read on and after March 27, 2024, Texas Gas Service Company, a Division of ONE Gas, Inc. will bill all customers a one-time customer charge per bill of \$1.00, based on \$1.00 per service line); and</p> <p>(E) shall not be billed to a state agency, as that term is defined in Texas Utilities Code, 101.003.</p> <p>(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each operator of a natural gas distribution system shall file with the Commission's Oversight and Safety Division a report showing:</p> <p>(A) the pipeline safety and regulatory program fee amount paid to the Commission;</p> <p>(B) the unit rate and total amount of the surcharge billed to each customer;</p> <p>(C) the date or dates on which the surcharge was billed to customers; and</p> <p>(D) the total amount collected from customers from the surcharge. Reports for the Commission shall be filed electronically at GUD_Compliance@rrc.texas.gov or at the following address: Compliance Filing Director of Oversight and Safety Division Gas Services Department Railroad Commission of Texas P.O. Box 12967 Austin, Texas 78711-2967</p> <p>(5) Each operator of a natural gas distribution system that is a utility subject to the jurisdiction of the Commission pursuant to Texas Utilities Code, Chapters 101 - 105, shall file a generally applicable tariff for its surcharge in conformance with the requirements of 7.315 of this title (relating to Filing of Tariffs).</p> <p>(6) Amounts recovered from customers under this subsection by an investor-owned natural gas distribution system or a cooperatively owned natural gas distribution system shall not be included in the revenue or gross receipts of the system for the purpose of calculating municipal franchise fees or any tax imposed under Subchapter B, Chapter 182, Tax Code, or under Chapter 122, nor shall such amounts be subject to a sales and use tax imposed by Chapter 151, Tax Code, or Subtitle C, Title 3, Tax Code.</p> <p>(c) Natural gas master meter systems. The Commission hereby assesses each natural gas master meter system an annual pipeline safety and regulatory program fee of \$100 per master meter system.</p> <p>(1) Each operator of a natural gas master meter system shall remit to the Commission the annual pipeline safety and regulatory program fee of \$100 per master meter system no later than June 30 of each year.</p> <p>(2) The Commission shall send an invoice to each affected natural gas master meter system operator no later than April 30 of each year</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 34272**

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>as a courtesy reminder. The failure of a natural gas master meter system operator to receive an invoice shall not exempt the natural gas master meter system operator from its obligation to remit to the Commission the annual pipeline safety and regulatory program fee on June 30 each year.</p> <p>(3) Each operator of a natural gas master meter system shall recover as a surcharge to its existing rates the amounts paid to the Commission under paragraph (1) of this subsection.</p> <p>(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each natural gas master meter system operator shall file with the Oversight and Safety Division a report showing:</p> <p>(A) the pipeline safety and regulatory program fee amount paid to the Commission;</p> <p>(B) the unit rate and total amount of the surcharge billed to each customer;</p> <p>(C) the date or dates on which the surcharge was billed to customers; and</p> <p>(D) the total amount collected from customers from the surcharge.</p> <p>(d) Late payment penalty. If the operator of a natural gas distribution system or a natural gas master meter system does not remit payment of the annual pipeline safety and regulatory program fee to the Commission within 30 days of the due date, the Commission shall assess a late payment penalty of 10 percent of the total assessment due under subsection (b) or (c) of this section, as applicable, and shall notify the operator of the total amount due to the Commission.</p> <p>Source Note: The provisions of this 8.201 adopted to be effective September 8, 2003, 28 TexReg 7682; amended to be effective November 24, 2004, 29 TexReg 10733; amended to be effective May 15, 2005, 30 TexReg 2849; amended to be effective December 19, 2005, 30 TexReg 8428; amended to be effective April 18, 2007, 32 TexReg 2136; amended to be effective November 12, 2007, 32 TexReg 8121; amended to be effective September 21, 2009, 34 TexReg 6446; amended to be effective August 30, 2010, 35 TexReg 7743; amended to be effective November 14, 2011, 36 TexReg 7663; amended to be effective November 11, 2013, 38 TexReg 7947; amended to be effective January 6, 2020, 45 TexReg 121</p> <p>Meters Read On and After March 27, 2024</p> <p>Supersedes Same Sheet Dated March 28, 2023</p>
RCE-Rider-CenGulf-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. Central-Gulf Service Area RATE SCHEDULE RCE RATE CASE EXPENSE SURCHARGE</p> <p>A. APPLICABILITY The Rate Case Expense Surcharge (RCE) rate as set forth in Section (B) below is pursuant to City Ordinance. This rate shall apply to the following rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc. in the incorporated areas of the Central-Gulf Service Area which includes Austin, Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Georgetown, Gonzales, Groves, Hutto, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas: 10, 15, 20, 25, 30, 40, C-1, CNG-1, and T-1.</p> <p>B. RCE RATE All Ccf during each billing period: \$0.00627 per Ccf This rate will be in effect until all approved and expended rate case expenses are recovered under the applicable rate schedules. Texas Gas Service Company, a Division of ONE Gas, Inc. will recover \$919,131.50 in actual expense and no more than \$340,400.00 in estimated expense. The Rate Case Expense Surcharge will be a separate line item on the bill.</p> <p>C. OTHER ADJUSTMENTS Taxes: Plus applicable taxes and fees (including franchise fees) related to above.</p> <p>D. CONDITIONS Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.</p> <p>Initial Rate Schedule Meters Read On and After November 27, 2024</p>
T-1-CenGulf-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1 Central-Gulf Service Area TRANSPORTATION SERVICE RATE</p>

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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>APPLICABILITY Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p>
	<p>AVAILABILITY Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys Central-Gulf Service Area distribution system which includes the incorporated areas of Austin, Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Georgetown, Gonzales, Groves, Hutto, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas. Such service shall be provided at any point on the Company`s System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p>
	<p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows: Commercial \$308.08 per month Industrial \$771.38 per month Public Authority \$178.97 per month Compressed Natural Gas \$619.55 per month Electrical Generation \$175.68 per month</p>
	<p>Plus ` A delivery charge per monthly billing period listed by customer class as follows: Commercial \$0.12679 per Ccf Industrial \$0.14569 per Ccf Public Authority \$0.13768 per Ccf Compressed Natural Gas \$0.07817 per Ccf Electrical Generation For the First 5,000Ccf/month \$0.07724 per Ccf For the Next 35,000 Ccf/month \$0.06853 per Ccf For the Next 60,000 Ccf/month \$0.05527 per Ccf All Over 100,000 Ccf/month \$0.04018 per Ccf</p>
	<p>ADDITIONAL CHARGES 1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder. 2) A charge will be made each month to recover the cost of any applicable local taxes and fees. 3) In the event the Company incurs a demand charge, balancing service rate, or reservation charge from its gas supplier(s) or transportation providers in the incorporated areas of the Central-Gulf Service Area, the customer may be charged its proportionate share of the demand charge, balancing service rate, or reservation charge based on benefit received by the customer. 4) The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE. 5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedules PIT and PIT-Rider. 6) The billing of commercial transportation shall reflect adjustments in accordance with the provisions of the Conservation Adjustment Clause, Rate Schedule CAC and Rate Schedule 1C, if applicable. 7) The billing shall reflect adjustments in accordance with the provisions of the Pipeline Safety and Regulatory Program Fees Rider, Rate Schedule PSF, if applicable.</p>
	<p>SUBJECT TO 1) Tariff T-TERMS, General Terms and Conditions for Transportation. 2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Companys rate schedule which would otherwise be available to such customer. 3) The taking of service under this rate schedule is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies. 4) The Agreement shall be interpreted under Texas law.</p>
	<p>Meters Read On and After November 27, 2024 Supersedes Rate Schedule Dated</p>

GAS SERVICES DIVISION

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RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-TERMS-CenGulf-IS	<p>January 15, 2024</p> <p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS Central-Gulf Service Area GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company's Central Gulf distribution system within the Incorporated and Unincorporated Areas of Austin, Bastrop (environs only), Bayou Vista, Beaumont, Bee Cave, Buda, Cedar Park, Cuero, Dripping Springs, Galveston, Georgetown, Gonzales, Groves, Hutto, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills, and Yoakum, Texas.</p> <p>1.2 DEFINITIONS The following definitions shall apply to the indicated words as used in this Tariff: Adder: Shall mean the Companys incremental cost to purchase natural gas. Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances. Agreement: Shall mean any written Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply. Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu. Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for. Commission or The Commission: The Railroad Commission of Texas. Company: Texas Gas Service Company, a Division of ONE Gas, Inc. Consumption Period: Shall mean a volumetric billing period. Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Suppliers Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit. Customer: Any person or organization now being billed for gas service whether used by him or her, or by others. Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day. Dekatherm (Dth): Shall mean 1,000,000 Btus (1 MMBtu). This unit will be on a dry basis. Electrical Generation Service: Service to customers operating electric generation assets and that are registered with the applicable balancing authority including bulk power system assets, co-generation facilities, distributed generation, and/or backup power systems. This service may also be provided to those known Customers who use thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes. Electronic Flow Measurement (EFM): A device that remotely reads a gas meter. Firm Service: Services offered to Customers (regardless of service class) under schedules or contracts that anticipate no interruptions. Service may be interrupted or curtailed at the discretion of the Company during Force Majeure events. Force Majeure: If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance. Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof. Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual. Mcf: Shall mean 1,000 cubic feet of Gas.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 34272
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.</p> <p>Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.</p> <p>Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.</p> <p>PDA: Shall mean a predetermined allocation method.</p> <p>Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.</p> <p>Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.</p> <p>Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.</p> <p>Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.</p> <p>Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Companys pipeline system.</p> <p>Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the Central-Gulf Service Area, or the Railroad Commission of Texas, as applicable.</p> <p>Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.</p> <p>Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.</p> <p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Companys distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Companys distribution system.</p> <p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 RESTRICTIONS AND RESERVATIONS</p> <p>a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer`s actions. Customer`s Gas shall at all times remain the property of Customer, and Company shall have no right or property interest herein.</p> <p>b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.</p> <p>c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company`s sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.</p> <p>d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company`s transportation Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.</p> <p>e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.</p> <p>f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.</p> <p>1.4 COMPANYS RESPONSIBILITY</p> <p>Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a Company designated Point of Receipt, less Payment in Kind (PIK).</p> <p>1.5 CUSTOMERS RESPONSIBILITY</p> <p>Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys` fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;</p> <p>b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer`s gas or the facilities of the Customer or others containing such gas prior to receipt into Company`s facilities or after delivery to the Customer;</p> <p>c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;</p> <p>d) Customer acknowledges the Qualified Supplier`s responsibilities under Section 1.6;</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>e) Transportation Service is not available for a term less than 12-months. Termination of transportation service may, at the Companys sole discretion, delay Customers request to resume transportation service;</p> <p>f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Companys sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and</p> <p>g) In the event Customers source of gas supply is terminated by Customers Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30-calendar days advance written notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.6 QUALIFIED SUPPLIERS RESPONSIBILITY</p> <p>Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into Company designated Points of Receipt and shall act as the Customers agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers` volumes for balancing purposes, into Aggregation Areas, as determined, in the Companys sole discretion.</p> <p>b) Qualified Supplier shall submit nominations to the Companys gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customers facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.</p> <p>c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable. e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company`s applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p> <p>1.7 IMBALANCES</p> <p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Suppliers scheduling and/or managing the upstream transportation of the Customers gas to Companys interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Supplier`s receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 34272**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>1.8 LACK OF LIABILITY</p> <p>a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.</p> <p>b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants employees, or other persons.</p> <p>c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.</p> <p>d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended.</p> <p>e) Damage to Pipeline. If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire, line strikes or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, to include the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damages are so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.</p> <p>Meters Read On and After November 27, 2024 Supersedes Rate Schedules Dated January 15, 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>
111873	D	CCF	\$.0000	08/04/2020	N
DESCRIPTION: All applicable transportation delivery points within Incorporated TGS CENTRAL-GULF SVC AREA					
Customer	41076	Transportation customers in the Incorporated Central-Gulf Service Area			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	
M	Other(with detailed explanation)	Firm Transportation customers in the Incorporated areas of CENTRAL-GULF SVC AREA

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 36670

DESCRIPTION: Distribution Transportation **STATUS:** A
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: 01/27/2023 **RECEIVED DATE:** 03/01/2023
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:** 9896RC
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): Eff. 1/27/2023 new T-1 rates, PIT and T-TERMS per West-North ISOS Consolidation Rate Case appvd via Case No. 9896

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42955	Transportation customers in the Unincorporated West-North Service Area	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36670
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PIT-Rider-WTSA-ISO	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. West Texas Service Area</p> <p style="text-align: right;">RATE SCHEDULE PIT-RIDER</p> <p style="text-align: center;">PIPELINE INTEGRITY TESTING (PIT) SURCHARGE RIDER</p> <p>A. APPLICABILITY</p> <p>The Pipeline Integrity Testing Surcharge (PIT) rate as set forth in Section (B) below is pursuant to Final Order in GUD 10506. This rate shall apply to the following rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc. in the incorporated and unincorporated areas of and adjacent to the West Texas Service Area (WTSA): 10, 20, 21, 30, 40, 41, 42, E5, SS, C-1, T-1, 1Z, 2Z, 2A, 3Z, 4Z, 4A, 4B, SS-ENV, C-1-ENV and T-1-ENV.</p> <p>B. PIT RATE</p> <p>\$0.00075 per Ccf</p> <p>This rate will be in effect until all approved and expended pipeline integrity testing expenses are recovered under the applicable rate schedules.</p> <p>C. OTHER ADJUSTMENTS</p> <p>Taxes: Plus applicable taxes and fees (including franchises fees) related to above.</p> <p>D. CONDITIONS</p> <p>Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.</p> <p>Meters Read On and After March 28, 2022</p> <p style="text-align: right;">Supersedes Rate Schedule dated March 29, 2021</p>
PIT-WNSA-ISOS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. West-North Service Area</p> <p style="text-align: right;">RATE SCHEDULE PIT</p> <p style="text-align: center;">PIPELINE INTEGRITY TESTING (PIT) RIDER</p> <p>PURPOSE</p> <p>The purpose of this Pipeline Integrity Testing Rider is to promote the public interest in pipeline safety by enabling Texas Gas Service Company, a Division of ONE Gas, Inc. (TGS or the Company) to recover the reasonable and necessary Pipeline Integrity Safety Testing expenses incurred by the Company during the prior year (including contractor costs but excluding the labor cost of TGS employees. These legally mandated operating and maintenance expenses shall be recovered through a separate monthly volumetric charge (the Pipeline Integrity Testing or PIT Surcharge) that shall be shown as a separate line item on the customer's monthly bill and calculated for each customer class as described below. Capital expenditures associated with the Pipeline Integrity Program shall continue to be recovered through base rates and any interim rate adjustments implemented pursuant to Section 104.301 of the Gas Utility Regulatory Act.</p> <p>APPLICABILITY</p> <p>This Rider shall be applied to all gas sales and transportation customers within the service territory designated below, except special contract customers.</p> <p>TERRITORY</p> <p>This Rider shall apply to the following gas sales and standard transportation rate schedules of the Company's West-North Service Area (WNSA) within the incorporated and unincorporated areas of Andrews, Anthony, Barstow, Borger, Clint, Crane, Dell City, El Paso, Horizon City, McCamey, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Wickett, and Wink, Texas, in the environs areas of Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford, and Willow Park, Texas, and in the unincorporated areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center, and Whitt, Texas: 10, 15, 20, 30, 40, 60, C-1, CNG-1, E5, 1Z, 1Y, 2Z, 3Z, 4Z, 6Z, C-1-ENV, CNG-1-ENV, T-1, and T-1-ENV.</p> <p>QUALIFYING EXPENSES</p> <p>This Rider applies only to the legally mandated safety testing of the Company's transmission lines in the WNSA under the Pipeline Integrity Safety Testing Program. The operating and maintenance expense items that qualify for recovery under this Rider shall include the contractor costs associated with land and leak survey, permitting, and job order preparation and completion; the clearing of right-of-way; any needed notifications to adjacent businesses and residences; traffic control equipment and personnel; Direct Current Voltage Gradient (DCVG), Close Interval (CI), and other surveys to ensure the integrity of the pipeline system; any required rigid bypasses; flushing of the lines and testing and disposal of the flush water; hydrostatic testing of the lines and analysis and disposal of the test water; any required pigging of the lines in connection with safety testing; any required x-ray welding; metallurgical testing of the pipeline or components thereof; site restoration, painting, and clean-up; expenses associated with providing a supply of compressed</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 36670**

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>natural gas (CNG) to ensure uninterrupted service to customers during testing; and any other operating and maintenance expenses reasonably necessary to safely and effectively perform required safety testing of the Company's pipelines in the WNSA. Neither capital expenditures by the Company, nor the labor cost of TGS employees, shall be recovered under this Rider. CALCULATION OF PIT SURCHARGES The Pipeline Integrity Testing Surcharges established under this Rider shall be designed so as to recover the Total Testing Expense incurred in the prior year for Pipeline Integrity Safety Testing, and shall be calculated as follows: The Total Annual Testing Expense shall be divided by the estimated average annual usage to produce the annual PIT Surcharge. $\text{PIT Surcharge} = \frac{\text{Total Annual Testing Expense}}{\text{Estimated Annual Usage}}$ Based upon customer data for the prior calendar year and any other relevant factors, the estimated annual usage may be revised annually to account for customer growth, and the resulting revised PIT Surcharge shall be applied to each class for the ensuing 12-month recovery period.</p> <p>ANNUAL RECONCILIATION After completion of each annual recovery period, the total revenues collected under this Rider for that year shall be reconciled against the revenues previously calculated to be collected for that year, and the PIT Surcharge for each class shall be adjusted upward or downward so that the Company recovers any underrecoveries or refunds any overrecoveries that may have accrued under the Rider, plus monthly interest on those underrecoveries or overrecoveries at the cost of long-term debt approved in the Company's most recent general rate case in which rates were set for application to customers in the WNSA. The reconciliation shall be filed with the regulatory authority on or before February 21st of each year, and the regulatory authority shall complete its review of the reconciliation on or before March 21st of each year, so that the Company can implement the reconciled PIT Surcharges beginning with the first billing cycle for April of each succeeding year.</p> <p>DEFERRED ACCOUNTING The Company is authorized and directed to defer, as a regulatory asset, all Pipeline Integrity Safety Testing expenses incurred during the testing cycle starting on January 1, 2016 and all revenues specifically collected under this Rider shall be applied to the deferred expense account. The Company shall not earn a return on any regulatory asset created under this provision, and no such regulatory asset shall be included in the Company's invested capital (rate base) for ratemaking purposes.</p> <p>ANNUAL REPORT & APPLICABLE PSCC On or before February 21st after each calendar year, the Company shall file a report with the Commission and the WNSA Cities showing all Pipeline Integrity Safety Testing expenses incurred during the previous calendar year and verifying the prior year's collections and any underrecoveries or overrecoveries accruing to date under this Rider. The report shall separately identify and list such expenses by account number and project number. Prior to the effective date of this Rider and on or before February 21st of each succeeding year while this Rider is in effect, the Company shall also file an Addendum to this Rider with the Commission and the WNSA Cities (a) identifying the PIT Surcharges that will be applied during the ensuing 12-month recovery period from April 1st through March 31st, and (b) providing the underlying data and calculations on which each PIT Surcharge for that period is based. The Company shall file the report with the Commission electronically at GUD_Compliance@rrc.texas.gov or at the following address: Director of Oversight and Safety Division Gas Services Department Railroad Commission of Texas P.O. Box 12967 Austin, TX 78711-2967</p> <p>NOTICE TO AFFECTED CUSTOMERS In addition to the annual report and Addendum to this Rider required above, the Company shall provide, on or before March 31st after each calendar year, written notice to each affected customer of (a) the PIT Surcharge that will be applied during the ensuing 12-month period from April 1st through March 31st, and (b) the effect the PIT Surcharge is expected to have on the average monthly bill for each affected customer class. The written notice shall be provided in both English and Spanish, shall be the only information contained on the piece of paper on which it is printed, and may be provided either by separate mailing or by insert included with the Company's monthly billing statements, including electronic billing statements. The Company shall also electronically file an affidavit annually with the Commission and the WNSA Cities certifying that notice has been provided to customers in this manner. The notice shall be presumed to be complete three calendar days after the date the separate mailing or billing statement is deposited in a postage-paid, properly addressed wrapper in a post office or official depository under care of the United States Postal Service. The initial notice shall be filed with, reviewed, and approved by the regulatory authority, and each subsequent notice shall follow the same format as that of the approved initial notice.</p> <p>Meters Read On and After January 27, 2023</p> <p>(All West-North Areas Except Incorporated Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park)</p> <p>Supersedes Rate Schedule Dated November 28, 2018</p> <p>(Unincorporated Areas of the North Texas Service Area) October 5, 2016 (All West Texas Areas Except Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink) December 1, 2016 (Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)</p>
PSF-ALL-ISOS-PSAF	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. All Service Areas</p> <p style="text-align: right;">RATE SCHEDULE PSF</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36670
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

PIPELINE SAFETY AND REGULATORY PROGRAM FEES

TEXAS ADMINISTRATIVE CODE

TITLE 16 ECONOMIC REGULATION

PART 1 RAILROAD COMMISSION OF TEXAS

CHAPTER 8 PIPELINE SAFETY REGULATIONS

SUBCHAPTER C REQUIREMENTS FOR GAS PIPELINES ONLY

Rule Section8.201 Pipeline Safety and Regulatory Program Fees

(a) Application of fees. Pursuant to Texas Utilities Code, Section121.211, the Commission establishes a pipeline safety and regulatory program fee, to be assessed annually against operators of natural gas distribution pipelines and pipeline facilities and natural gas master metered pipelines and pipeline facilities subject to the Commission's jurisdiction under Texas Utilities Code, Title 3. The total amount of revenue estimated to be collected under this section does not exceed the amount the Commission estimates to be necessary to recover the costs of administering the pipeline safety and regulatory programs under Texas Utilities Code, Title 3, excluding costs that are fully funded by federal sources for any fiscal year.

(b) Natural gas distribution systems. The Commission hereby assesses each operator of a natural gas distribution system an annual pipeline safety and regulatory program fee of \$1.00 for each service (service line) in service at the end of each calendar year as reported by each system operator on the U.S. Department of Transportation (DOT) Gas Distribution Annual Report, Form PHMSA F7100.1-1 due on March 15 of each year.

(1) Each operator of a natural gas distribution system shall calculate the annual pipeline safety and regulatory program total to be paid to the Commission by multiplying the \$1.00 fee by the number of services listed in Part B, Section 3, of Form PHMSA F7100.1-1, due on March 15 of each year.

(2) Each operator of a natural gas distribution system shall remit to the Commission on March 15 of each year the amount calculated under paragraph (1) of this subsection.

(3) Each operator of a natural gas distribution system shall recover, by a surcharge to its existing rates, the amount the operator paid to the Commission under paragraph (1) of this subsection. The surcharge:

(A) shall be a flat rate, one-time surcharge;

(B) shall not be billed before the operator remits the pipeline safety and regulatory program fee to the Commission;

(C) shall be applied in the billing cycle or cycles immediately following the date on which the operator paid the Commission;

(D) shall not exceed \$1.00 per service or service line (For the calendar year 2021 annual pipeline safety and regulatory program fee, billed effective with meters read on and after March 28, 2022, Texas Gas Service Company, a Division of ONE Gas, Inc. will bill all customers a one-time customer charge per bill of \$1.00, based on \$1.00 per service line); and

(E) shall not be billed to a state agency, as that term is defined in Texas Utilities Code, Section101.003.

(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each operator of a natural gas distribution system shall file with the Commission's Oversight and Safety Division a report showing:

(A) the pipeline safety and regulatory program fee amount paid to the Commission;

(B) the unit rate and total amount of the surcharge billed to each customer;

(C) the date or dates on which the surcharge was billed to customers; and

(D) the total amount collected from customers from the surcharge.

(5) Each operator of a natural gas distribution system that is a utility subject to the jurisdiction of the Commission pursuant to Texas Utilities Code, Chapters 101 - 105, shall file a generally applicable tariff for its surcharge in conformance with the requirements of Section7.315 of this title (relating to Filing of Tariffs).

(6) Amounts recovered from customers under this subsection by an investor-owned natural gas distribution system or a cooperatively owned natural gas distribution system shall not be included in the revenue or gross receipts of the system for the purpose of calculating municipal franchise fees or any tax imposed under Subchapter B, Chapter 182, Tax Code, or under Chapter 122, nor shall such amounts be subject to a sales and use tax imposed by Chapter 151, Tax Code, or Subtitle C, Title 3, Tax Code.

(c) Natural gas master meter systems. The Commission hereby assesses each natural gas master meter system an annual pipeline safety and regulatory program fee of \$100 per master meter system.

(1) Each operator of a natural gas master meter system shall remit to the Commission the annual pipeline safety and regulatory program fee of \$100 per master meter system no later than June 30 of each year.

(2) The Commission shall send an invoice to each affected natural gas master meter system operator no later than April 30 of each year as a courtesy reminder. The failure of a natural gas master meter system operator to receive an invoice shall not exempt the natural gas master meter system operator from its obligation to remit to the Commission the annual pipeline safety and regulatory program fee on June 30 each year.

(3) Each operator of a natural gas master meter system shall recover as a surcharge to its existing rates the amounts paid to the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36670
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																				
T-1-ENV-WNSA-OS	<p>Commission under paragraph (1) of this subsection. (4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each natural gas master meter system operator shall file with the Oversight and Safety Division a report showing:</p> <p style="padding-left: 40px;">(A) the pipeline safety and regulatory program fee amount paid to the Commission; (B) the unit rate and total amount of the surcharge billed to each customer; (C) the date or dates on which the surcharge was billed to customers; and (D) the total amount collected from customers from the surcharge.</p> <p>(d) Late payment penalty. If the operator of a natural gas distribution system or a natural gas master meter system does not remit payment of the annual pipeline safety and regulatory program fee to the Commission within 30 days of the due date, the Commission shall assess a late payment penalty of 10 percent of the total assessment due under subsection (b) or (c) of this section, as applicable, and shall notify the operator of the total amount due to the Commission.</p> <p>Source Note: The provisions of this Section 8.201 adopted to be effective September 8, 2003, 28 TexReg 7682; amended to be effective November 24, 2004, 29 TexReg 10733; amended to be effective May 15, 2005, 30 TexReg 2849; amended to be effective December 19, 2005, 30 TexReg 8428; amended to be effective April 18, 2007, 32 TexReg 2136; amended to be effective November 12, 2007, 32 TexReg 8121; amended to be effective September 21, 2009, 34 TexReg 6446; amended to be effective August 30, 2010, 35 TexReg 7743; amended to be effective November 14, 2011, 36 TexReg 7663; amended to be effective November 11, 2013, 38 TexReg 7947; amended to be effective January 6, 2020, 45 TexReg 121</p> <p>Meters Read On and After March 28, 2022 Supersedes Same Sheet Dated March 29, 2021 Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1-ENV West-North Service Area</p> <p style="text-align: center;">TRANSPORTATION SERVICE RATE</p> <p>APPLICABILITY Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.'s (the Company) distribution system. The customer must arrange with its gas supplier to have the customer's gas delivered to one of the Company's existing delivery receipt points for transportation by the Company to the customer's facilities at the customer's delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Company's unincorporated areas of the West-North Service Area distribution system which includes the environs of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Canutillo, Clint, Crane, Dell City, El Paso, Fabens, Graford, Graham, Horizon City, Hudson Oaks, Jacksboro, Jermyn, McCamey, Millsap, Mineral Wells, Monahans, Palo Pinto, Pecos, Perrin, Possum Kingdom, Punkin Center, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Whitt, Wickett, Willow Park and Wink, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows:</p> <table style="width: 100%;"> <tr> <td>Commercial</td> <td>\$500.00 per month</td> </tr> <tr> <td>Industrial</td> <td>\$1,050.00 per month</td> </tr> <tr> <td>Public Authority</td> <td>\$500.00 per month</td> </tr> <tr> <td>Compressed Natural Gas</td> <td>\$450.00 per month</td> </tr> <tr> <td>Electrical Cogeneration</td> <td>\$700.00 per month</td> </tr> </table> <p>Plus - All Ccf per monthly billing period listed by customer class as follows:</p> <table style="width: 100%;"> <tr> <td>Commercial</td> <td>\$0.09394 per Ccf</td> </tr> <tr> <td>Industrial</td> <td>\$0.11486 per Ccf</td> </tr> <tr> <td>Public Authority</td> <td>\$0.13511 per Ccf</td> </tr> <tr> <td>Compressed Natural Gas</td> <td>\$0.08643 per Ccf</td> </tr> <tr> <td>Electrical Cogeneration</td> <td></td> </tr> </table> <p>Oct. - Apr. (Winter) First 5,000 Ccf @ \$0.05260 per Ccf Next 95,000 Ccf @ \$0.04260 per Ccf Next 300,000 Ccf @ \$0.03260 per Ccf All Over 400,000 Ccf @ \$0.02260 per Ccf</p>	Commercial	\$500.00 per month	Industrial	\$1,050.00 per month	Public Authority	\$500.00 per month	Compressed Natural Gas	\$450.00 per month	Electrical Cogeneration	\$700.00 per month	Commercial	\$0.09394 per Ccf	Industrial	\$0.11486 per Ccf	Public Authority	\$0.13511 per Ccf	Compressed Natural Gas	\$0.08643 per Ccf	Electrical Cogeneration	
Commercial	\$500.00 per month																				
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Electrical Cogeneration																					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 36670

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>May - Sept. (Summer) First 5,000 Ccf @ \$0.04259 per Ccf Next 95,000 Ccf @ \$0.03258 per Ccf Next 300,000 Ccf @ \$0.02259 per Ccf All Over 400,000 Ccf @ \$0.01258 per Ccf</p>
	<p>ADDITIONAL CHARGES 1. A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder. 2. A charge will be made each month to recover the cost of any applicable taxes. 3. In the event the Company incurs a demand charge, balancing service rate, or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the West-North Service Area, the customer may be charged its proportionate share of the demand charge, balancing service rate, or reservation charge based on benefit received by the customer. 4. The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE-ENV. 5. The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedules PIT and PIT-Rider, if applicable. 6. The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety and Regulatory Program Fees Rider, Rate Schedule PSF.</p>
	<p>SUBJECT TO 1. Tariff T-TERMS, General Terms and Conditions for Transportation Service. 2. Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's rate schedule which would otherwise be available to such customer. 3. The Agreement is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or Gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies. 4. The Agreement shall be interpreted under Texas law.</p>
T-TERMS-WNSA-ISO	<p>Meters Read On and After January 27, 2023 Supersedes Rate Schedule Dated January 11, 2022 (Billing Implementation January 27, 2022 - Borger/Skellytown Service Area) October 12, 2021 (Billing Implementation October 27, 2021 - North Texas Service Area) June 28, 2021 (West Texas Service Area) Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS West-North Service Area</p>
	<p style="text-align:center">GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE</p> <p>Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company's West-North distribution system which includes the incorporated and unincorporated areas of Andrews, Anthony, Barstow, Borger, Clint, Crane, Dell City, El Paso, Horizon City, McCamey, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Wickett, and Wink, Texas, in the environs areas of Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford, and Willow Park, Texas, and in the unincorporated areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center, and Whitt, Texas.</p> <p>1.2 DEFINITIONS</p> <p>The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Company's incremental cost to purchase natural gas.</p> <p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.</p> <p>Agreement: Shall mean any Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply.</p> <p>Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 36670

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.
	Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.
	Commission or The Commission: The Railroad Commission of Texas.
	Company: Texas Gas Service Company, a Division of ONE Gas, Inc.
	Consumption Period: Shall mean a volumetric billing period.
	Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.
	Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.
	Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day.
	Dekatherm (Dth): Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.
	Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.
	Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.
	Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.
	Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.
	Mcf: Shall mean 1,000 cubic feet of Gas.
	Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.
	Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.
	Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.
	PDA: Shall mean a predetermined allocation method.
	Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.
	Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.
	Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.
	Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.
	Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.
	Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the West-North Service Area, or the Railroad Commission of Texas, as applicable.
	Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.
	Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36670
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company`s distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company`s distribution system.</p> <p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p>
	<p>1.3 RESTRICTIONS AND RESERVATIONS</p> <p>a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer`s actions. Customer`s Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.</p> <p>b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.</p> <p>c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company`s sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.</p> <p>d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company`s transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.</p> <p>e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.</p> <p>f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.</p>
	<p>1.4 COMPANY`S RESPONSIBILITY</p> <p>Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK).</p>
	<p>1.5 CUSTOMER`S RESPONSIBILITY</p> <p>Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:</p> <p>a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys` fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;</p> <p>b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer`s gas or the facilities of the Customer or others containing such gas prior to receipt into Company`s facilities or after delivery to the Customer;</p> <p>c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;</p> <p>d) Customer acknowledges the Qualified Supplier`s responsibilities under Section 1.6;</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36670
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>e) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service;</p> <p>f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and</p> <p>g) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p>
	<p>1.6 QUALIFIED SUPPLIER'S RESPONSIBILITY</p> <p>Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion.</p> <p>b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.</p> <p>c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable.</p> <p>e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p>
	<p>1.7 IMBALANCES</p> <p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Supplier's receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36670
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered. h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>1.8 LACK OF LIABILITY</p> <p>a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.</p> <p>b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants, employees, or other persons.</p> <p>c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.</p> <p>d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>e) If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.</p> <p>Meters Read On and After January 27, 2023 (All West-North Areas Except Incorporated Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park) Supersedes Rate Schedule Dated December 31, 2018 (Incorporated Areas of the Borger/Skellytown Service Area) February 28, 2019 (Unincorporated Areas of the Borger/Skellytown Service Area) November 28, 2018 (Unincorporated Areas of the North Texas Service Area) October 5, 2016 (All West Texas Areas Except Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink) December 1, 2016 (Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 36670

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>
115831	D	Ccf	\$.0000	01/27/2023	N
DESCRIPTION: All applicable transportation delivery points within Unincorporated TGS WEST-NORTH SVC AREA					
Customer	42955	Transportation customers in the Unincorporated West-North Service Area			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	
M	Other(with detailed explanation)	Firm Transportation customers in the Unincorporated areas of West-North Svc Area

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 36671

DESCRIPTION: Distribution Transportation **STATUS:** A
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: 01/27/2023 **RECEIVED DATE:** 03/01/2023
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:** 9896RC
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): Eff. 1/27/2023 new T-1 rates, PIT and T-TERMS per West-North ISOS Consolidation Rate Case appvd via Case No. 9896

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42954	Transportation customers in the Incorporated West-North Service Area	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 36671

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
EDR-WTX-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. West-North Service Area (Select Cities)</p> <p style="text-align: center;">RATE SCHEDULE EDR ECONOMIC DEVELOPMENT RATE</p> <p>A. APPLICABILITY</p> <p>This Economic Development Rate (EDR) rate schedule shall apply to the following rate schedules for the incorporated areas of the Cities of Anthony, Clint, El Paso, Horizon City, San Elizario, Socorro, and Vinton, Texas: 10, 15, 20, 30, 40, C-1, CNG-1, and T-1.</p> <p>B. TERRITORY</p> <p>The Cities of Anthony, Clint, El Paso, Horizon City, San Elizario, Socorro and Vinton, Texas, that are within the incorporated portion of the West-North Service Area.</p> <p>C. PURPOSE</p> <p>This rate schedule provides for the recovery of costs that Texas Gas Service Company, a Division of ONE Gas, Inc. incurs related to economic development in a portion of the West-North Service Area. Successful economic development will only occur to the extent that the community and its corporate partners provide the necessary support to attract new businesses and industries to this region. New businesses and industries will increase employment, spur growth and local business expansion, create a more robust economy and improve the quality of life for the region.</p> <p>D. EDR RATE</p> <p>The EDR rate during each Monthly Billing Period:</p> <p>All Ccf @ \$ 0.002 per Ccf</p> <p>All applicable fees and taxes (including franchise fees) will be added to the EDR rates.</p> <p>D. BILLING</p> <p>1. The EDR rate shall be added to the applicable cost of service usage charge (per Ccf rate) for rate schedules: 10, 15, 20, 30, 40, C-1, CNG-1, and T-1.</p> <p>Meters Read On and After January 27, 2023 Supersedes Rate Schedule Dated October 5, 2016 (West Texas Service Area)</p>
PIT-Rider-WTSA-ISO	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. West Texas Service Area RATE SCHEDULE PIT-RIDER</p> <p style="text-align: center;">PIPELINE INTEGRITY TESTING (PIT) SURCHARGE RIDER</p> <p>A. APPLICABILITY</p> <p>The Pipeline Integrity Testing Surcharge (PIT) rate as set forth in Section (B) below is pursuant to Final Order in GUD 10506. This rate shall apply to the following rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc. in the incorporated and unincorporated areas of and adjacent to the West Texas Service Area (WTSA): 10, 20, 21, 30, 40, 41, 42, E5, SS, C-1, T-1, 1Z, 2Z, 2A, 3Z, 4Z, 4A, 4B, SS-ENV, C-1-ENV and T-1-ENV.</p> <p>B. PIT RATE</p> <p>\$0.00075 per Ccf</p> <p>This rate will be in effect until all approved and expended pipeline integrity testing expenses are recovered under the applicable rate schedules.</p> <p>C. OTHER ADJUSTMENTS</p> <p>Taxes: Plus applicable taxes and fees (including franchises fees) related to above.</p> <p>D. CONDITIONS</p> <p>Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36671
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PIT-WNSA-ISOS	Meters Read On and After March 28, 2022 Texas Gas Service Company, a Division of ONE Gas, Inc. West-North Service Area

Supersedes Rate Schedule dated March 29, 2021
RATE SCHEDULE PIT

PIPELINE INTEGRITY TESTING (PIT) RIDER

PURPOSE

The purpose of this Pipeline Integrity Testing Rider is to promote the public interest in pipeline safety by enabling Texas Gas Service Company, a Division of ONE Gas, Inc. (TGS or the Company) to recover the reasonable and necessary Pipeline Integrity Safety Testing expenses incurred by the Company during the prior year (including contractor costs but excluding the labor cost of TGS employees. These legally mandated operating and maintenance expenses shall be recovered through a separate monthly volumetric charge (the Pipeline Integrity Testing or PIT Surcharge) that shall be shown as a separate line item on the customer's monthly bill and calculated for each customer class as described below. Capital expenditures associated with the Pipeline Integrity Program shall continue to be recovered through base rates and any interim rate adjustments implemented pursuant to Section 104.301 of the Gas Utility Regulatory Act.

APPLICABILITY

This Rider shall be applied to all gas sales and transportation customers within the service territory designated below, except special contract customers.

TERRITORY

This Rider shall apply to the following gas sales and standard transportation rate schedules of the Company's West-North Service Area (WNSA) within the incorporated and unincorporated areas of Andrews, Anthony, Barstow, Borger, Clint, Crane, Dell City, El Paso, Horizon City, McCamey, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Wickett, and Wink, Texas, in the environs areas of Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford, and Willow Park, Texas, and in the unincorporated areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center, and Whitt, Texas: 10, 15, 20, 30, 40, 60, C-1, CNG-1, E5, 1Z, 1Y, 2Z, 3Z, 4Z, 6Z, C-1-ENV, CNG-1-ENV, T-1, and T-1-ENV.

QUALIFYING EXPENSES

This Rider applies only to the legally mandated safety testing of the Company's transmission lines in the WNSA under the Pipeline Integrity Safety Testing Program. The operating and maintenance expense items that qualify for recovery under this Rider shall include the contractor costs associated with land and leak survey, permitting, and job order preparation and completion; the clearing of right-of-way; any needed notifications to adjacent businesses and residences; traffic control equipment and personnel; Direct Current Voltage Gradient (DCVG), Close Interval (CI), and other surveys to ensure the integrity of the pipeline system; any required rigid bypasses; flushing of the lines and testing and disposal of the flush water; hydrostatic testing of the lines and analysis and disposal of the test water; any required pigging of the lines in connection with safety testing; any required x-ray welding; metallurgical testing of the pipeline or components thereof; site restoration, painting, and clean-up; expenses associated with providing a supply of compressed natural gas (CNG) to ensure uninterrupted service to customers during testing; and any other operating and maintenance expenses reasonably necessary to safely and effectively perform required safety testing of the Company's pipelines in the WNSA. Neither capital expenditures by the Company, nor the labor cost of TGS employees, shall be recovered under this Rider. **CALCULATION OF PIT SURCHARGES** The Pipeline Integrity Testing Surcharges established under this Rider shall be designed so as to recover the Total Testing Expense incurred in the prior year for Pipeline Integrity Safety Testing, and shall be calculated as follows: The Total Annual Testing Expense shall be divided by the estimated average annual usage to produce the annual PIT Surcharge.
$$\text{PIT Surcharge} = \frac{\text{Total Annual Testing Expense}}{\text{Estimated Annual Usage}}$$
 Based upon customer data for the prior calendar year and any other relevant factors, the estimated annual usage may be revised annually to account for customer growth, and the resulting revised PIT Surcharge shall be applied to each class for the ensuing 12-month recovery period.

ANNUAL RECONCILIATION

After completion of each annual recovery period, the total revenues collected under this Rider for that year shall be reconciled against the revenues previously calculated to be collected for that year, and the PIT Surcharge for each class shall be adjusted upward or downward so that the Company recovers any underrecoveries or refunds any overrecoveries that may have accrued under the Rider, plus monthly interest on those underrecoveries or overrecoveries at the cost of long-term debt approved in the Company's most recent general rate case in which rates were set for application to customers in the WNSA. The reconciliation shall be filed with the regulatory authority on or before February 21st of each year, and the regulatory authority shall complete its review of the reconciliation on or before March 21st of each year, so that the Company can implement the reconciled PIT Surcharges beginning with the first billing cycle for April of each succeeding year.

DEFERRED ACCOUNTING

The Company is authorized and directed to defer, as a regulatory asset, all Pipeline Integrity Safety Testing expenses incurred during the testing cycle starting on January 1, 2016 and all revenues specifically collected under this Rider shall be applied to the deferred expense account. The Company shall not earn a return on any regulatory asset created under this provision, and no such regulatory asset shall be included in the Company's invested capital (rate base) for ratemaking purposes.

ANNUAL REPORT & APPLICABLE PSCC

On or before February 21st after each calendar year, the Company shall file a report with the Commission and the WNSA Cities

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36671
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>showing all Pipeline Integrity Safety Testing expenses incurred during the previous calendar year and verifying the prior year`s collections and any underrecoveries or overrecoveries accruing to date under this Rider. The report shall separately identify and list such expenses by account number and project number. Prior to the effective date of this Rider and on or before February 21st of each succeeding year while this Rider is in effect, the Company shall also file an Addendum to this Rider with the Commission and the WNSA Cities (a) identifying the PIT Surcharges that will be applied during the ensuing 12-month recovery period from April 1st through March 31st, and (b) providing the underlying data and calculations on which each PIT Surcharge for that period is based. The Company shall file the report with the Commission electronically at GUD_Compliance@rrc.texas.gov or at the following address: Director of Oversight and Safety Division Gas Services Department Railroad Commission of Texas P.O. Box 12967 Austin, TX 78711-2967</p> <p>NOTICE TO AFFECTED CUSTOMERS In addition to the annual report and Addendum to this Rider required above, the Company shall provide, on or before March 31st after each calendar year, written notice to each affected customer of (a) the PIT Surcharge that will be applied during the ensuing 12-month period from April 1st through March 31st, and (b) the effect the PIT Surcharge is expected to have on the average monthly bill for each affected customer class. The written notice shall be provided in both English and Spanish, shall be the only information contained on the piece of paper on which it is printed, and may be provided either by separate mailing or by insert included with the Company`s monthly billing statements, including electronic billing statements. The Company shall also electronically file an affidavit annually with the Commission and the WNSA Cities certifying that notice has been provided to customers in this manner. The notice shall be presumed to be complete three calendar days after the date the separate mailing or billing statement is deposited in a postage-paid, properly addressed wrapper in a post office or official depository under care of the United States Postal Service. The initial notice shall be filed with, reviewed, and approved by the regulatory authority, and each subsequent notice shall follow the same format as that of the approved initial notice.</p> <p>Meters Read On and After January 27, 2023</p> <p>(All West-North Areas Except Incorporated Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park)</p> <p>Supersedes Rate Schedule Dated November 28, 2018</p> <p>(Unincorporated Areas of the North Texas Service Area) October 5, 2016 (All West Texas Areas Except Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink) December 1, 2016 (Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)</p>
PSF-ALL-ISOS-PSAF	<p>TEXAS Gas Service Company, a Division of ONE Gas, Inc. All Service Areas</p> <p style="text-align: right;">RATE SCHEDULE PSF</p> <p style="text-align: center;">PIPELINE SAFETY AND REGULATORY PROGRAM FEES</p> <p>TEXAS ADMINISTRATIVE CODE TITLE 16 ECONOMIC REGULATION PART 1 RAILROAD COMMISSION OF TEXAS CHAPTER 8 PIPELINE SAFETY REGULATIONS SUBCHAPTER C REQUIREMENTS FOR GAS PIPELINES ONLY Rule Section8.201 Pipeline Safety and Regulatory Program Fees</p> <p>(a) Application of fees. Pursuant to Texas Utilities Code, Section121.211, the Commission establishes a pipeline safety and regulatory program fee, to be assessed annually against operators of natural gas distribution pipelines and pipeline facilities and natural gas master metered pipelines and pipeline facilities subject to the Commission's jurisdiction under Texas Utilities Code, Title 3. The total amount of revenue estimated to be collected under this section does not exceed the amount the Commission estimates to be necessary to recover the costs of administering the pipeline safety and regulatory programs under Texas Utilities Code, Title 3, excluding costs that are fully funded by federal sources for any fiscal year.</p> <p>(b) Natural gas distribution systems. The Commission hereby assesses each operator of a natural gas distribution system an annual pipeline safety and regulatory program fee of \$1.00 for each service (service line) in service at the end of each calendar year as reported by each system operator on the U.S. Department of Transportation (DOT) Gas Distribution Annual Report, Form PHMSA F7100.1-1 due on March 15 of each year.</p> <p>(1) Each operator of a natural gas distribution system shall calculate the annual pipeline safety and regulatory program total to be paid to the Commission by multiplying the \$1.00 fee by the number of services listed in Part B, Section 3, of Form PHMSA F7100.1-1, due on March 15 of each year.</p> <p>(2) Each operator of a natural gas distribution system shall remit to the Commission on March 15 of each year the amount calculated under paragraph (1) of this subsection.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36671
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(3) Each operator of a natural gas distribution system shall recover, by a surcharge to its existing rates, the amount the operator paid to the Commission under paragraph (1) of this subsection. The surcharge:</p> <ul style="list-style-type: none"> (A) shall be a flat rate, one-time surcharge; (B) shall not be billed before the operator remits the pipeline safety and regulatory program fee to the Commission; (C) shall be applied in the billing cycle or cycles immediately following the date on which the operator paid the Commission; (D) shall not exceed \$1.00 per service or service line (For the calendar year 2021 annual pipeline safety and regulatory program fee, billed effective with meters read on and after March 28, 2022, Texas Gas Service Company, a Division of ONE Gas, Inc. will bill all customers a one-time customer charge per bill of \$1.00, based on \$1.00 per service line); and (E) shall not be billed to a state agency, as that term is defined in Texas Utilities Code, Section101.003. <p>(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each operator of a natural gas distribution system shall file with the Commission's Oversight and Safety Division a report showing:</p> <ul style="list-style-type: none"> (A) the pipeline safety and regulatory program fee amount paid to the Commission; (B) the unit rate and total amount of the surcharge billed to each customer; (C) the date or dates on which the surcharge was billed to customers; and (D) the total amount collected from customers from the surcharge. <p>(5) Each operator of a natural gas distribution system that is a utility subject to the jurisdiction of the Commission pursuant to Texas Utilities Code, Chapters 101 - 105, shall file a generally applicable tariff for its surcharge in conformance with the requirements of Section7.315 of this title (relating to Filing of Tariffs).</p> <p>(6) Amounts recovered from customers under this subsection by an investor-owned natural gas distribution system or a cooperatively owned natural gas distribution system shall not be included in the revenue or gross receipts of the system for the purpose of calculating municipal franchise fees or any tax imposed under Subchapter B, Chapter 182, Tax Code, or under Chapter 122, nor shall such amounts be subject to a sales and use tax imposed by Chapter 151, Tax Code, or Subtitle C, Title 3, Tax Code.</p> <p>(c) Natural gas master meter systems. The Commission hereby assesses each natural gas master meter system an annual pipeline safety and regulatory program fee of \$100 per master meter system.</p> <ul style="list-style-type: none"> (1) Each operator of a natural gas master meter system shall remit to the Commission the annual pipeline safety and regulatory program fee of \$100 per master meter system no later than June 30 of each year. (2) The Commission shall send an invoice to each affected natural gas master meter system operator no later than April 30 of each year as a courtesy reminder. The failure of a natural gas master meter system operator to receive an invoice shall not exempt the natural gas master meter system operator from its obligation to remit to the Commission the annual pipeline safety and regulatory program fee on June 30 each year. (3) Each operator of a natural gas master meter system shall recover as a surcharge to its existing rates the amounts paid to the Commission under paragraph (1) of this subsection. (4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each natural gas master meter system operator shall file with the Oversight and Safety Division a report showing: <ul style="list-style-type: none"> (A) the pipeline safety and regulatory program fee amount paid to the Commission; (B) the unit rate and total amount of the surcharge billed to each customer; (C) the date or dates on which the surcharge was billed to customers; and (D) the total amount collected from customers from the surcharge. <p>(d) Late payment penalty. If the operator of a natural gas distribution system or a natural gas master meter system does not remit payment of the annual pipeline safety and regulatory program fee to the Commission within 30 days of the due date, the Commission shall assess a late payment penalty of 10 percent of the total assessment due under subsection (b) or (c) of this section, as applicable, and shall notify the operator of the total amount due to the Commission.</p> <p>Source Note: The provisions of this Section8.201 adopted to be effective September 8, 2003, 28 TexReg 7682; amended to be effective November 24, 2004, 29 TexReg 10733; amended to be effective May 15, 2005, 30 TexReg 2849; amended to be effective December 19, 2005, 30 TexReg 8428; amended to be effective April 18, 2007, 32 TexReg 2136; amended to be effective November 12, 2007, 32 TexReg 8121; amended to be effective September 21, 2009, 34 TexReg 6446; amended to be effective August 30, 2010, 35 TexReg 7743; amended to be effective November 14, 2011, 36 TexReg 7663; amended to be effective November 11, 2013, 38 TexReg 7947; amended to be effective January 6, 2020, 45 TexReg 121</p> <p>Meters Read On and After March 28, 2022 Supersedes Same Sheet Dated March 29, 2021 Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1 West-North Service Area</p> <p>TRANSPORTATION SERVICE RATE</p> <p>APPLICABILITY Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule.</p>

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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 36671

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																																		
	<p>Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.'s (the Company) distribution system. The customer must arrange with its gas supplier to have the customer's gas delivered to one of the Company's existing delivery receipt points for transportation by the Company to the customer's facilities at the customer's delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p> <p>AVAILABILITY Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Company's West-North Service Area distribution system which includes the incorporated areas of Andrews, Anthony, Barstow, Borger, Clint, Crane, Dell City, El Paso, Horizon City, McCamey, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Wickett and Wink, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p> <p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows:</p> <table style="margin-left: 40px;"> <tr> <td>Commercial</td> <td>\$500.00 per month</td> </tr> <tr> <td>Industrial</td> <td>\$1,050.00 per month</td> </tr> <tr> <td>Public Authority</td> <td>\$500.00 per month</td> </tr> <tr> <td>Compressed Natural Gas</td> <td>\$450.00 per month</td> </tr> <tr> <td>Electrical Cogeneration</td> <td>\$700.00 per month</td> </tr> </table> <p>Plus - All Ccf per monthly billing period listed by customer class as follows:</p> <table style="margin-left: 40px;"> <tr> <td>Commercial</td> <td>\$0.09394 per Ccf</td> </tr> <tr> <td>Industrial</td> <td>\$0.11486 per Ccf Public</td> </tr> <tr> <td>Authority</td> <td>\$0.13511 per Ccf</td> </tr> <tr> <td>Compressed Natural Gas</td> <td>\$0.08643 per Ccf</td> </tr> </table> <p>Electrical Cogeneration</p> <p>Oct. - Apr. (Winter)</p> <table style="margin-left: 40px;"> <tr> <td>First 5,000 Ccf</td> <td>@ \$0.05260 per Ccf</td> </tr> <tr> <td>Next 95,000 Ccf</td> <td>@ \$0.04260 per Ccf</td> </tr> <tr> <td>Next 300,000 Ccf</td> <td>@ \$0.03260 per Ccf</td> </tr> <tr> <td>All Over 400,000 Ccf</td> <td>@ \$0.02260 per Ccf</td> </tr> </table> <p>May - Sept. (Summer)</p> <table style="margin-left: 40px;"> <tr> <td>First 5,000 Ccf</td> <td>@ \$0.04259 per Ccf</td> </tr> <tr> <td>Next 95,000 Ccf</td> <td>@ \$0.03258 per Ccf</td> </tr> <tr> <td>Next 300,000 Ccf</td> <td>@ \$0.02259 per Ccf</td> </tr> <tr> <td>All Over 400,000 Ccf</td> <td>@ \$0.01258 per Ccf</td> </tr> </table> <p>ADDITIONAL CHARGES</p> <ol style="list-style-type: none"> 1. A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder. 2. A charge will be made each month to recover the cost of any applicable taxes and fees, including franchise fees paid to the cities. 3. In the event the Company incurs a demand charge, balancing service rate, or reservation charge from its gas supplier(s) or transportation providers in the incorporated areas of the West-North Service Area, the customer may be charged its proportionate share of the demand charge, balancing service rate, or reservation charge based on benefit received by the customer. 4. The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE. 5. The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedules PIT and PIT-Rider, if applicable. 6. The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety and Regulatory Program Fees Rider, Rate Schedule PSF. <p>SUBJECT TO</p> <ol style="list-style-type: none"> 1. Tariff T-TERMS, General Terms and Conditions for Transportation Service. 2. Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's rate schedule which would otherwise be available to such customer. 3. The Agreement is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or Gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas 	Commercial	\$500.00 per month	Industrial	\$1,050.00 per month	Public Authority	\$500.00 per month	Compressed Natural Gas	\$450.00 per month	Electrical Cogeneration	\$700.00 per month	Commercial	\$0.09394 per Ccf	Industrial	\$0.11486 per Ccf Public	Authority	\$0.13511 per Ccf	Compressed Natural Gas	\$0.08643 per Ccf	First 5,000 Ccf	@ \$0.05260 per Ccf	Next 95,000 Ccf	@ \$0.04260 per Ccf	Next 300,000 Ccf	@ \$0.03260 per Ccf	All Over 400,000 Ccf	@ \$0.02260 per Ccf	First 5,000 Ccf	@ \$0.04259 per Ccf	Next 95,000 Ccf	@ \$0.03258 per Ccf	Next 300,000 Ccf	@ \$0.02259 per Ccf	All Over 400,000 Ccf	@ \$0.01258 per Ccf
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36671
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-TERMS-WNSA-ISO	<p>Transportation Agreement, and any of the tariffs to which it applies. 4. The Agreement shall be interpreted under Texas law.</p> <p>Meters Read On and After January 27, 2023 Supersedes Rate Schedule Dated January 27, 2022 (Borger/Skellytown Service Area) June 28, 2021 (All West Texas cities except El Paso) August 3, 2021 (City of El Paso)</p> <p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS West-North Service Area</p> <p style="text-align: center;">GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE</p> <p>Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company's West-North distribution system which includes the incorporated and unincorporated areas of Andrews, Anthony, Barstow, Borger, Clint, Crane, Dell City, El Paso, Horizon City, McCamey, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Wickett, and Wink, Texas, in the environs areas of Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford, and Willow Park, Texas, and in the unincorporated areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center, and Whitt, Texas.</p> <p>1.2 DEFINITIONS</p> <p>The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Company's incremental cost to purchase natural gas.</p> <p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.</p> <p>Agreement: Shall mean any Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply.</p> <p>Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.</p> <p>Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.</p> <p>Commission or The Commission: The Railroad Commission of Texas.</p> <p>Company: Texas Gas Service Company, a Division of ONE Gas, Inc.</p> <p>Consumption Period: Shall mean a volumetric billing period.</p> <p>Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.</p> <p>Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.</p> <p>Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day.</p> <p>Dekatherm (Dth): Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.</p> <p>Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.</p> <p>Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.</p> <p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	thereof.
	Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.
	Mcf: Shall mean 1,000 cubic feet of Gas.
	Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.
	Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.
	Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.
	PDA: Shall mean a predetermined allocation method.
	Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.
	Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.
	Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.
	Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.
	Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company`s pipeline system.
	Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the West-North Service Area, or the Railroad Commission of Texas, as applicable.
	Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.
	Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.
	Transportation Form: Shall mean the Company approved selection of transportation service document.
	Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company`s distribution system.
	Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company`s distribution system.
	Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.
	Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.

1.3 RESTRICTIONS AND RESERVATIONS

- a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer`s actions. Customer`s Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.
- b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.
- c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company`s sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and

GAS SERVICES DIVISION

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RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36671
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

option, notwithstanding any other provision of the Agreement, to terminate the Agreement.

d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company's transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.

e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.

f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.

1.4 COMPANY'S RESPONSIBILITY

Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK).

1.5 CUSTOMER'S RESPONSIBILITY

Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:

a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;

b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer;

c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;

d) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.6;

e) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service;

f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and

g) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.

1.6 QUALIFIED SUPPLIER'S RESPONSIBILITY

Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.

a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion.

b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.

c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify

GAS SERVICES DIVISION

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RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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CURRENT RATE COMPONENT

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	<p>how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable.</p> <p>e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p> <p>1.7 IMBALANCES</p> <p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Supplier's receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered. h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>1.8 LACK OF LIABILITY</p> <p>a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.</p> <p>b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants, employees, or other persons.</p> <p>c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such</p>

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RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>service.</p> <p>d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>e) If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.</p> <p>Meters Read On and After January 27, 2023 (All West-North Areas Except Incorporated Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park) Supersedes Rate Schedule Dated December 31, 2018 (Incorporated Areas of the Borger/Skellytown Service Area) February 28, 2019 (Unincorporated Areas of the Borger/Skellytown Service Area) November 28, 2018 (Unincorporated Areas of the North Texas Service Area) October 5, 2016 (All West Texas Areas Except Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink) December 1, 2016 (Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)</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>
115830	D	Ccf	\$.0000	01/27/2023	N
DESCRIPTION: All applicable transportation delivery points within Incorporated TGS WEST-NORTH SVC AREA					
Customer	42954	Transportation customers in the Incorporated West-North Service Area			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	
M	Other(with detailed explanation)	Firm Transportation customers in the Incorporated areas of West-North Svc Area

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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RRC COID: 6310 **COMPANY NAME: TEXAS GAS SERVICE COMPANY**

TARIFF CODE: DT **RRC TARIFF NO: 36695**

DESCRIPTION: Distribution Transportation **STATUS: A**
OPERATOR NO: 845951
ORIGINAL CONTRACT DATE: 06/26/2024 **RECEIVED DATE:** 07/11/2024
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:** 03/27/2024
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:** 9896RC,12849GRIP,16546GR1
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): Eff. 3/27/24, new PIT Rider rate approved via Case #9896 and Pipeline Safety Fee rate is \$1.00/meter billed during April-24 billing cycles.
OTHER(EXPLAIN): Eff. 6/26/2024, new Customer Chg per 2024 GRIP filing for Env. West North Svc Area, apprvd via Case No. 00016546

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado
TITLE: Rates Coordinator
ADDRESS LINE 1: 1301 South Mopac Expressway
ADDRESS LINE 2: IV Barton Skyway, Suite 400
CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**
AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42955	Transportation customers in the Unincorporated West-North Service Area	N	

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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PIT-Rider-WNSA-ISO	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. West Texas Service Area RATE SCHEDULE PIT-RIDER PIPELINE INTEGRITY TESTING (PIT) SURCHARGE RIDER</p> <p>A. APPLICABILITY The Pipeline Integrity Testing Surcharge (PIT) rate as set forth in Section (B) below is for the recovery of costs associated with pipeline integrity testing as defined in Rate Schedule PIT. This rate shall apply to the following gas sales and standard transportation rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc. currently in force in the Company's West-North Service Area (WNSA) within the incorporated and unincorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Graford, Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas and in the environs areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center and Whitt, Texas: 10, 15, 20, 30, 40, 60, C-1, CNG-1, 1Z, 1Y, 2Z, 3Z, 4Z, 6Z, C-1-ENV, CNG-1-ENV, T-1, and T-1-ENV.</p> <p>B. PIT RATE \$0.00077 per Ccf This rate will be in effect until all approved and expended pipeline integrity testing expenses are recovered under the applicable rate schedules.</p> <p>C. OTHER ADJUSTMENTS Taxes: Plus applicable taxes and fees (including franchise fees) related to above.</p> <p>D. CONDITIONS Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.</p> <p>Meters Read On and After March 27, 2024</p> <p>Supersedes Rate Schedule Dated March 28, 2023</p>
PIT-WNSA-ISOS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE PIT West-North Service Area</p> <p style="text-align: center;">PIPELINE INTEGRITY TESTING (PIT) RIDER</p> <p>PURPOSE</p> <p>The purpose of this Pipeline Integrity Testing Rider is to promote the public interest in pipeline safety by enabling Texas Gas Service Company, a Division of ONE Gas, Inc. (TGS or the Company) to recover the reasonable and necessary Pipeline Integrity Safety Testing expenses incurred by the Company during the prior year (including contractor costs but excluding the labor cost of TGS employees. These legally mandated operating and maintenance expenses shall be recovered through a separate monthly volumetric charge (the Pipeline Integrity Testing or PIT Surcharge) that shall be shown as a separate line item on the customer's monthly bill and calculated for each customer class as described below. Capital expenditures associated with the Pipeline Integrity Program shall continue to be recovered through base rates and any interim rate adjustments implemented pursuant to Section 104.301 of the Gas Utility Regulatory Act.</p> <p>APPLICABILITY</p> <p>This Rider shall be applied to all gas sales and transportation customers within the service territory designated below, except special contract customers.</p> <p>TERRITORY</p> <p>This Rider shall apply to the following gas sales and standard transportation rate schedules of the Company's West-North Service Area (WNSA) within the incorporated and unincorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Graford, Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas and in the environs areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center and Whitt, Texas: 10, 15, 20, 30, 40, 60, C-1, CNG-1, E5, 1Z, 1Y, 2Z, 3Z, 4Z, 6Z, C-1-ENV, CNG-1-ENV, T-1, and T-1-ENV.</p> <p>QUALIFYING EXPENSES</p> <p>This Rider applies only to the legally mandated safety testing of the Company's transmission lines in the WNSA under the Pipeline Integrity Safety Testing Program. The operating and maintenance expense items that qualify for recovery under this Rider shall include the contractor costs associated with land and leak survey, permitting, and job order preparation and completion; the clearing of right-</p>

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of-way; any needed notifications to adjacent businesses and residences; traffic control equipment and personnel; Direct Current Voltage Gradient (DCVG), Close Interval (CI), and other surveys to ensure the integrity of the pipeline system; any required rigid bypasses; flushing of the lines and testing and disposal of the flush water; hydrostatic testing of the lines and analysis and disposal of the test water; any required pigging of the lines in connection with safety testing; any required x-ray welding; metallurgical testing of the pipeline or components thereof; site restoration, painting, and clean-up; expenses associated with providing a supply of compressed natural gas (CNG) to ensure uninterrupted service to customers during testing, and any other operating and maintenance expenses reasonably necessary to safely and effectively perform required safety testing of the Company's pipelines in the WNSA. Neither capital expenditures by the Company, nor the labor cost of TGS employees, shall be recovered under this Rider.

CALCULATION OF PIT SURCHARGES

The Pipeline Integrity Testing Surcharges established under this Rider shall be designed so as to recover the Total Testing Expense incurred in the prior year for Pipeline Integrity Safety Testing, and shall be calculated as follows:

The Total Annual Testing Expense shall be divided by the estimated average annual usage to produce the annual PIT Surcharge.

$$\text{PIT Surcharge} = \frac{\text{Total Annual Testing Expense}}{\text{Estimated Annual Usage}}$$

Based upon customer data for the prior calendar year and any other relevant factors, the estimated annual usage may be revised annually to account for customer growth, and the resulting revised PIT Surcharge shall be applied to each class for the ensuing 12-month recovery period.

ANNUAL RECONCILIATION

After completion of each annual recovery period, the total revenues collected under this Rider for that year shall be reconciled against the revenues previously calculated to be collected for that year, and the PIT Surcharge for each class shall be adjusted upward or downward so that the Company recovers any underrecoveries or refunds any overrecoveries that may have accrued under the Rider, plus monthly interest on those underrecoveries or overrecoveries at the cost of long-term debt approved in the Company's most recent general rate case in which rates were set for application to customers in the WNSA. The reconciliation shall be filed with the regulatory authority on or before February 21st of each year, and the regulatory authority shall complete its review of the reconciliation on or before March 21st of each year, so that the Company can implement the reconciled PIT Surcharges beginning with the first billing cycle for April of each succeeding year.

DEFERRED ACCOUNTING

The Company is authorized and directed to defer, as a regulatory asset, all Pipeline Integrity Safety Testing expenses incurred during the testing cycle starting on January 1, 2016 and all revenues specifically collected under this Rider shall be applied to the deferred expense account. The Company shall not earn a return on any regulatory asset created under this provision, and no such regulatory asset shall be included in the Company's invested capital (rate base) for ratemaking purposes.

ANNUAL REPORT & APPLICABLE PSCC

On or before February 21st after each calendar year, the Company shall file a report with the Commission and the WNSA Cities showing all Pipeline Integrity Safety Testing expenses incurred during the previous calendar year and verifying the prior year's collections and any underrecoveries or overrecoveries accruing to date under this Rider. The report shall separately identify and list such expenses by account number and project number. Prior to the effective date of this Rider and on or before February 21st of each succeeding year while this Rider is in effect, the Company shall also file an Addendum to this Rider with the Commission and the WNSA Cities (a) identifying the PIT Surcharges that will be applied during the ensuing 12-month recovery period from April 1st through March 31st, and (b) providing the underlying data and calculations on which each PIT Surcharge for that period is based.

The Company shall file the report with the Commission electronically at GUD_Compliance@rrc.texas.gov or at the following address:

Director of Oversight and Safety Division
Gas Services Department Railroad Commission of Texas
P.O. Box 12967 Austin, TX 78711-2967

NOTICE TO AFFECTED CUSTOMERS

In addition to the annual report and Addendum to this Rider required above, the Company shall provide, on or before March 31st after each calendar year, written notice to each affected customer of (a) the PIT Surcharge that will be applied during the ensuing 12-month period from April 1st through March 31st, and (b) the effect the PIT Surcharge is expected to have on the average monthly bill for each affected customer class. The written notice shall be provided in both English and Spanish, shall be the only information contained on the piece of paper on which it is printed, and may be provided either by separate mailing or by insert included with the Company's monthly billing statements, including electronic billing statements. The Company shall also electronically file an affidavit annually with the Commission and the WNSA Cities certifying that notice has been provided to customers in this manner. The notice shall be

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	<p>presumed to be complete three calendar days after the date the separate mailing or billing statement is deposited in a postage-paid, properly addressed wrapper in a post office or official depository under care of the United States Postal Service. The initial notice shall be filed with, reviewed, and approved by the regulatory authority, and each subsequent notice shall follow the same format as that of the approved initial notice.</p> <p>Meters Read On and After January 27, 2023 (All West-North cities except Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park) February 27, 2023 (Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park)</p> <p>Supersedes Rate Schedule Dated November 28, 2018 (Unincorporated Areas of the North Texas Service Area) October 5, 2016 (All West Texas Areas Except Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink) December 1, 2016 (Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)</p>
PSF-ALL-ISOS-PSAF	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. All Service Areas</p> <p style="text-align: right;">RATE SCHEDULE PSF</p> <p style="text-align: center;">PIPELINE SAFETY AND REGULATORY PROGRAM FEES</p> <p>TEXAS ADMINISTRATIVE CODE TITLE 16 ECONOMIC REGULATION PART 1 RAILROAD COMMISSION OF TEXAS CHAPTER 8 PIPELINE SAFETY REGULATIONS SUBCHAPTER C REQUIREMENTS FOR GAS PIPELINES ONLY Rule Section8.201 Pipeline Safety and Regulatory Program Fees</p> <p>(a) Application of fees. Pursuant to Texas Utilities Code, 121.211, the Commission establishes a pipeline safety and regulatory program fee, to be assessed annually against operators of natural gas distribution pipelines and pipeline facilities and natural gas master metered pipelines and pipeline facilities subject to the Commission's jurisdiction under Texas Utilities Code, Title 3. The total amount of revenue estimated to be collected under this section does not exceed the amount the Commission estimates to be necessary to recover the costs of administering the pipeline safety and regulatory programs under Texas Utilities Code, Title 3, excluding costs that are fully funded by federal sources for any fiscal year.</p> <p>(b) Natural gas distribution systems. The Commission hereby assesses each operator of a natural gas distribution system an annual pipeline safety and regulatory program fee of \$1.00 for each service (service line) in service at the end of each calendar year as reported by each system operator on the U.S. Department of Transportation (DOT) Gas Distribution Annual Report, Form PHMSA F7100.1-1 due on March 15 of each year.</p> <p>(1) Each operator of a natural gas distribution system shall calculate the annual pipeline safety and regulatory program total to be paid to the Commission by multiplying the \$1.00 fee by the number of services listed in Part B, Section 3, of Form PHMSA F7100.1-1, due on March 15 of each year.</p> <p>(2) Each operator of a natural gas distribution system shall remit to the Commission on March 15 of each year the amount calculated under paragraph (1) of this subsection.</p> <p>(3) Each operator of a natural gas distribution system shall recover, by a surcharge to its existing rates, the amount the operator paid to the Commission under paragraph (1) of this subsection. The surcharge:</p> <p>(A) shall be a flat rate, one-time surcharge;</p> <p>(B) shall not be billed before the operator remits the pipeline safety and regulatory program fee to the Commission;</p> <p>(C) shall be applied in the billing cycle or cycles immediately following the date on which the operator paid the Commission;</p> <p>(D) shall not exceed \$1.00 per service or service line (For the calendar year 2023 annual pipeline safety and regulatory program fee, billed effective with meters read on and after March 27, 2024, Texas Gas Service Company, a Division of ONE Gas, Inc. will bill all customers a one-time customer charge per bill of \$1.00, based on \$1.00 per service line); and</p> <p>(E) shall not be billed to a state agency, as that term is defined in Texas Utilities Code, 101.003.</p> <p>(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each operator of a natural gas distribution system shall file with the Commission's Oversight and Safety Division a report showing:</p>

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CURRENT RATE COMPONENT

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	(A) the pipeline safety and regulatory program fee amount paid to the Commission;
	(B) the unit rate and total amount of the surcharge billed to each customer;
	(C) the date or dates on which the surcharge was billed to customers; and
	(D) the total amount collected from customers from the surcharge. Reports for the Commission shall be filed electronically at GUD_Compliance@rrc.texas.gov or at the following address: Compliance Filing Director of Oversight and Safety Division Gas Services Department Railroad Commission of Texas P.O. Box 12967 Austin, Texas 78711-2967
	(5) Each operator of a natural gas distribution system that is a utility subject to the jurisdiction of the Commission pursuant to Texas Utilities Code, Chapters 101 - 105, shall file a generally applicable tariff for its surcharge in conformance with the requirements of 7.315 of this title (relating to Filing of Tariffs).
	(6) Amounts recovered from customers under this subsection by an investor-owned natural gas distribution system or a cooperatively owned natural gas distribution system shall not be included in the revenue or gross receipts of the system for the purpose of calculating municipal franchise fees or any tax imposed under Subchapter B, Chapter 182, Tax Code, or under Chapter 122, nor shall such amounts be subject to a sales and use tax imposed by Chapter 151, Tax Code, or Subtitle C, Title 3, Tax Code.
	(c) Natural gas master meter systems. The Commission hereby assesses each natural gas master meter system an annual pipeline safety and regulatory program fee of \$100 per master meter system.
	(1) Each operator of a natural gas master meter system shall remit to the Commission the annual pipeline safety and regulatory program fee of \$100 per master meter system no later than June 30 of each year.
	(2) The Commission shall send an invoice to each affected natural gas master meter system operator no later than April 30 of each year as a courtesy reminder. The failure of a natural gas master meter system operator to receive an invoice shall not exempt the natural gas master meter system operator from its obligation to remit to the Commission the annual pipeline safety and regulatory program fee on June 30 each year.
	(3) Each operator of a natural gas master meter system shall recover as a surcharge to its existing rates the amounts paid to the Commission under paragraph (1) of this subsection.
	(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each natural gas master meter system operator shall file with the Oversight and Safety Division a report showing:
	(A) the pipeline safety and regulatory program fee amount paid to the Commission;
	(B) the unit rate and total amount of the surcharge billed to each customer;
	(C) the date or dates on which the surcharge was billed to customers; and
	(D) the total amount collected from customers from the surcharge.
	(d) Late payment penalty. If the operator of a natural gas distribution system or a natural gas master meter system does not remit payment of the annual pipeline safety and regulatory program fee to the Commission within 30 days of the due date, the Commission shall assess a late payment penalty of 10 percent of the total assessment due under subsection (b) or (c) of this section, as applicable, and shall notify the operator of the total amount due to the Commission.
	Source Note: The provisions of this 8.201 adopted to be effective September 8, 2003, 28 TexReg 7682; amended to be effective November 24, 2004, 29 TexReg 10733; amended to be effective May 15, 2005, 30 TexReg 2849; amended to be effective December 19, 2005, 30 TexReg 8428; amended to be effective April 18, 2007, 32 TexReg 2136; amended to be effective November 12, 2007, 32 TexReg 8121; amended to be effective September 21, 2009, 34 TexReg 6446; amended to be effective August 30, 2010, 35 TexReg 7743; amended to be effective November 14, 2011, 36 TexReg 7663; amended to be effective November 11, 2013, 38 TexReg 7947; amended to be effective January 6, 2020, 45 TexReg 121
	Meters Read On and After March 27, 2024
	Supersedes Same Sheet Dated March 28, 2023
T-1-ENV-WNSA-OS	Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1-ENV West-North Service Area
	TRANSPORTATION SERVICE RATE

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36695
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																																																												
	<p>APPLICABILITY Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.'s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing delivery receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.</p>																																																												
	<p>AVAILABILITY Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys unincorporated areas of the West-North Service Area distribution system which includes the environs of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Canutillo, Clint, Crane, Dell City, El Paso, Fabens, Graford, Graham, Horizon City, Hudson Oaks, Jacksboro, Jermyn, McCamey, Millsap, Mineral Wells, Monahans, Palo Pinto, Pecos, Perrin, Possum Kingdom, Punkin Center, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Whitt, Wickett, Willow Park and Wink, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.</p>																																																												
	<p>COST OF SERVICE RATE During each monthly billing period, a customer charge per meter per month listed by customer class as follows:</p> <table border="0"> <tr> <td>Commercial</td> <td>\$500.00 per month plus</td> </tr> <tr> <td>Interim Rate Adjustments</td> <td>\$11.61 (Footnote 1)</td> </tr> <tr> <td>Total Rate</td> <td>\$511.61</td> </tr> <tr> <td>Industrial</td> <td>\$1,050.00 per month plus</td> </tr> <tr> <td>Interim Rate Adjustments</td> <td>\$287.63 (Footnote 2)</td> </tr> <tr> <td>Total Rate</td> <td>\$1,337.63</td> </tr> <tr> <td>Public Authority</td> <td>\$500.00 per month plus</td> </tr> <tr> <td>Interim Rate Adjustments</td> <td>\$34.68 (Footnote 3)</td> </tr> <tr> <td>Total Rate</td> <td>\$534.68</td> </tr> <tr> <td>Compressed Natural Gas</td> <td>\$450.00 per month plus</td> </tr> <tr> <td>Interim Rate Adjustments</td> <td>\$1,208.27 (Footnote 4)</td> </tr> <tr> <td>Total Rate</td> <td>\$1,658.27</td> </tr> <tr> <td>Electrical Cogeneration</td> <td>\$700.00 per month plus</td> </tr> <tr> <td>Interim Rate Adjustments</td> <td>\$11.61 (Footnote 5)</td> </tr> <tr> <td>Total Rate</td> <td>\$711.61</td> </tr> </table> <p>Plus ` All Ccf per monthly billing period listed by customer class as follows:</p> <table border="0"> <tr> <td>Commercial</td> <td>\$0.09394 per Ccf</td> </tr> <tr> <td>Industrial</td> <td>\$0.11486 per Ccf</td> </tr> <tr> <td>Public Authority</td> <td>\$0.13511 per Ccf</td> </tr> <tr> <td>Compressed Natural Gas</td> <td>\$0.08643 per Ccf</td> </tr> <tr> <td>Electrical Cogeneration</td> <td></td> </tr> <tr> <td> Oct. ` Apr. (Winter)</td> <td></td> </tr> <tr> <td> First 5,000 Ccf @</td> <td>\$0.05260 per Ccf</td> </tr> <tr> <td> Next 95,000 Ccf @</td> <td>\$0.04260 per Ccf</td> </tr> <tr> <td> Next 300,000 Ccf @</td> <td>\$0.03260per Ccf</td> </tr> <tr> <td> All Over 400,000 Ccf @</td> <td>\$0.02260per Ccf</td> </tr> <tr> <td> May ` Sept. (Summer)</td> <td></td> </tr> <tr> <td> First 5,000 Ccf @</td> <td>\$0.04259 per Ccf</td> </tr> <tr> <td> Next 95,000 Ccf @</td> <td>\$0.03258 per Ccf</td> </tr> <tr> <td> Next 300,000 Ccf @</td> <td>\$0.02259 per Ccf</td> </tr> <tr> <td> All Over 400,000 Ccf @</td> <td>\$0.01258 per Ccf</td> </tr> </table>	Commercial	\$500.00 per month plus	Interim Rate Adjustments	\$11.61 (Footnote 1)	Total Rate	\$511.61	Industrial	\$1,050.00 per month plus	Interim Rate Adjustments	\$287.63 (Footnote 2)	Total Rate	\$1,337.63	Public Authority	\$500.00 per month plus	Interim Rate Adjustments	\$34.68 (Footnote 3)	Total Rate	\$534.68	Compressed Natural Gas	\$450.00 per month plus	Interim Rate Adjustments	\$1,208.27 (Footnote 4)	Total Rate	\$1,658.27	Electrical Cogeneration	\$700.00 per month plus	Interim Rate Adjustments	\$11.61 (Footnote 5)	Total Rate	\$711.61	Commercial	\$0.09394 per Ccf	Industrial	\$0.11486 per Ccf	Public Authority	\$0.13511 per Ccf	Compressed Natural Gas	\$0.08643 per Ccf	Electrical Cogeneration		Oct. ` Apr. (Winter)		First 5,000 Ccf @	\$0.05260 per Ccf	Next 95,000 Ccf @	\$0.04260 per Ccf	Next 300,000 Ccf @	\$0.03260per Ccf	All Over 400,000 Ccf @	\$0.02260per Ccf	May ` Sept. (Summer)		First 5,000 Ccf @	\$0.04259 per Ccf	Next 95,000 Ccf @	\$0.03258 per Ccf	Next 300,000 Ccf @	\$0.02259 per Ccf	All Over 400,000 Ccf @	\$0.01258 per Ccf
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	<p>ADDITIONAL CHARGES 1. A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder. 2. A charge will be made each month to recover the cost of any applicable taxes. 3. In the event the Company incurs a demand charge, balancing service rate, or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the West-North Service Area, the customer may be charged its proportionate</p>																																																												

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36695
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>share of the demand charge, balancing service rate, or reservation charge based on benefit received by the customer.</p> <p>4. The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE-ENV.</p> <p>5. The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedules PIT and PIT-Rider, if applicable.</p> <p>6. The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety and Regulatory Program Fees Rider, Rate Schedule PSF</p> <p>SUBJECT TO</p> <p>1. Tariff T-TERMS, General Terms and Conditions for Transportation Service.</p> <p>2. Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Companys rate schedule which would otherwise be available to such customer.</p> <p>3. The Agreement is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or Gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies.</p> <p>4. The Agreement shall be interpreted under Texas law.</p> <p>Footnote 1: 2022 IRA - \$5.36 (Case No. 00012849); 2023 IRA - \$6.25 (Case No. 00016546) Footnote 2: 2022 IRA - \$130.92 (Case No. 00012849); 2023 IRA - \$156.71 (Case No. 00016546) Footnote 3: 2022 IRA - \$15.75 (Case No. 00012849); 2023 IRA - \$18.93 (Case No. 00016546) Footnote 4: 2022 IRA - \$529.23 (Case No. 00012849); 2023 IRA - \$679.04 (Case No. 00016546) Footnote 5: 2022 IRA - \$5.36 (Case No. 00012849); 2023 IRA - \$6.25 (Case No. 00016546)</p> <p>Meters Read On and After June 26, 2024</p> <p>Supersedes Rate Schedule Dated June 26, 2023</p>
T-TERMS-WNSA-ISO	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-TERMS</p> <p>West-North Service Area</p> <p style="text-align: center;">GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE</p> <p>Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company's West-North distribution system which includes the incorporated and unincorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Grafrod, Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas and the unincorporated areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center and Whitt, Texas.</p> <p>1.2 DEFINITIONS</p> <p>The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Company's incremental cost to purchase natural gas.</p> <p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.</p> <p>Agreement: Shall mean any Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply.</p> <p>Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.</p> <p>Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36695
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Commission or The Commission: The Railroad Commission of Texas.

Company: Texas Gas Service Company, a Division of ONE Gas, Inc.

Consumption Period: Shall mean a volumetric billing period. Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.

Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.

Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.

Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day.

Decatherm (Dth): Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.

Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.

Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.

Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.

Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.

Mcf: Shall mean 1,000 cubic feet of Gas.

Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.

Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.

Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.

PDA: Shall mean a predetermined allocation method.

Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.

Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.

Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.

Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.

Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.

Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the West-North Service Area, or the Railroad Commission of Texas, as applicable.

Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.

Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.

Transportation Form: Shall mean the Company approved selection of transportation service document.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.

Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.

Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.

Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.

1.3 RESTRICTIONS AND RESERVATIONS

a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer's actions. Customer's Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.

b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.

c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company's sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.

d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company's transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.

e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.

f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.

1.4 COMPANY'S RESPONSIBILITY

Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK).

1.5 CUSTOMER'S RESPONSIBILITY

Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:

a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;

b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer;

c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;

d) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.6;

e) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 36695

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and</p> <p>g) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.</p> <p>1.6 QUALIFIED SUPPLIER'S RESPONSIBILITY</p> <p>Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.</p> <p>a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion.</p> <p>b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.</p> <p>c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.</p> <p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable.</p> <p>e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p> <p>1.7 IMBALANCES</p> <p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Supplier's receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>1.8 LACK OF LIABILITY</p> <p>a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.</p> <p>b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants, employees, or other persons.</p> <p>c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.</p> <p>d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>e) If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.</p> <p>Meters Read On and After January 27, 2023 (All West-North cities except Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park) February 27, 2023 (Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park)</p> <p>Supersedes Rate Schedule Dated December 31, 2018 (Incorporated Areas of the Borger/Skellytown Service Area) February 28, 2019 (Unincorporated Areas of the Borger/Skellytown Service Area) November 28, 2018 (Unincorporated Areas of the North Texas Service Area) October 5, 2016 (All West Texas Areas Except Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 36695

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	December 1, 2016 (Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)

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>
115831	D	CCF	\$.0000	01/27/2023	N
DESCRIPTION: All applicable transportation delivery points within Unincorporated TGS WEST-NORTH SVC AREA					
Customer	42955	Transportation customers in the Unincorporated West-North Service Area			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	
M	Other(with detailed explanation)	Firm Transportation customers in the Unincorporated areas of West-North Svc Area

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 **COMPANY NAME:** TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT **RRC TARIFF NO:** 36696

DESCRIPTION: Distribution Transportation **STATUS:** A

OPERATOR NO: 845951

ORIGINAL CONTRACT DATE: 06/26/2024 **RECEIVED DATE:** 07/11/2024

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:** 03/27/2024

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:** 9896RC,12849GRIP,16546GR1

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): Eff. 3/27/24, new PIT Rider rate approved via Case #9896 and Pipeline Safety Fee rate is \$1.00/meter billed during April-24 billing cycles.

OTHER(EXPLAIN): Eff. 6/26/2024, new Customer Chg per 2024 GRIP filing for Inc. West North Svc Area, apprvd via OpLaw

PREPARER - PERSON FILING

RRC NO: 1314 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Erlinda **MIDDLE:** **LAST NAME:** Alvarado

TITLE: Rates Coordinator

ADDRESS LINE 1: 1301 South Mopac Expressway

ADDRESS LINE 2: IV Barton Skyway, Suite 400

CITY: Austin **STATE:** TX **ZIP:** 78746 **ZIP4:**

AREA CODE: 512 **PHONE NO:** 370-8272 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42954	Transportation customers in the Incorporated West-North Service Area	N	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36696
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
EDR-WTX-IS	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. West-North Service Area (Select Cities)</p> <p style="text-align: center;">RATE SCHEDULE EDR ECONOMIC DEVELOPMENT RATE</p> <p>A. APPLICABILITY</p> <p>This Economic Development Rate (EDR) rate schedule shall apply to the following rate schedules for the incorporated areas of the Cities of Anthony, Clint, El Paso, Horizon City, San Elizario, Socorro, and Vinton, Texas: 10, 15, 20, 30, 40, C-1, CNG-1, and T-1.</p> <p>B. TERRITORY</p> <p>The Cities of Anthony, Clint, El Paso, Horizon City, San Elizario, Socorro and Vinton, Texas, that are within the incorporated portion of the West-North Service Area.</p> <p>C. PURPOSE</p> <p>This rate schedule provides for the recovery of costs that Texas Gas Service Company, a Division of ONE Gas, Inc. incurs related to economic development in a portion of the West-North Service Area. Successful economic development will only occur to the extent that the community and its corporate partners provide the necessary support to attract new businesses and industries to this region. New businesses and industries will increase employment, spur growth and local business expansion, create a more robust economy and improve the quality of life for the region.</p> <p>D. EDR RATE</p> <p>The EDR rate during each Monthly Billing Period:</p> <p>All Ccf @ \$ 0.002 per Ccf</p> <p>All applicable fees and taxes (including franchise fees) will be added to the EDR rates.</p> <p>D. BILLING</p> <p>1. The EDR rate shall be added to the applicable cost of service usage charge (per Ccf rate) for rate schedules: 10, 15, 20, 30, 40, C-1, CNG-1, and T-1.</p> <p>Meters Read On and After January 27, 2023 Supersedes Rate Schedule Dated October 5, 2016 (West Texas Service Area)</p>
PIT-Rider-WNSA-ISO	<p>Texas Gas Service Company, a Division of ONE Gas, Inc. West Texas Service Area</p> <p>RATE SCHEDULE PIT-RIDER PIPELINE INTEGRITY TESTING (PIT) SURCHARGE RIDER</p> <p>A. APPLICABILITY</p> <p>The Pipeline Integrity Testing Surcharge (PIT) rate as set forth in Section (B) below is for the recovery of costs associated with pipeline integrity testing as defined in Rate Schedule PIT. This rate shall apply to the following gas sales and standard transportation rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc. currently in force in the Company's West-North Service Area (WNSA) within the incorporated and unincorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Graford, Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas and in the environs areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center and Whitt, Texas: 10, 15, 20, 30, 40, 60, C-1, CNG-1, 1Z, 1Y, 2Z, 3Z, 4Z, 6Z, C-1-ENV, CNG-1-ENV, T-1, and T-1-ENV.</p> <p>B. PIT RATE</p> <p>\$0.00077 per Ccf</p> <p>This rate will be in effect until all approved and expended pipeline integrity testing expenses are recovered under the applicable rate schedules.</p> <p>C. OTHER ADJUSTMENTS</p> <p>Taxes: Plus applicable taxes and fees (including franchise fees) related to above.</p> <p>D. CONDITIONS</p> <p>Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.</p> <p>Meters Read On and After March 27, 2024</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310	COMPANY NAME: TEXAS GAS SERVICE COMPANY
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TARIFF CODE: DT	RRC TARIFF NO: 36696
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
PIT-WNSA-ISOS	<p>Supersedes Rate Schedule Dated March 28, 2023</p> <p>Texas Gas Service Company, a Division of ONE Gas, Inc. West-North Service Area</p> <p style="text-align: right;">RATE SCHEDULE PIT</p> <p style="text-align: center;">PIPELINE INTEGRITY TESTING (PIT) RIDER</p> <p>PURPOSE</p> <p>The purpose of this Pipeline Integrity Testing Rider is to promote the public interest in pipeline safety by enabling Texas Gas Service Company, a Division of ONE Gas, Inc. (TGS or the Company) to recover the reasonable and necessary Pipeline Integrity Safety Testing expenses incurred by the Company during the prior year (including contractor costs but excluding the labor cost of TGS employees. These legally mandated operating and maintenance expenses shall be recovered through a separate monthly volumetric charge (the Pipeline Integrity Testing or PIT Surcharge) that shall be shown as a separate line item on the customer's monthly bill and calculated for each customer class as described below. Capital expenditures associated with the Pipeline Integrity Program shall continue to be recovered through base rates and any interim rate adjustments implemented pursuant to Section 104.301 of the Gas Utility Regulatory Act.</p> <p>APPLICABILITY</p> <p>This Rider shall be applied to all gas sales and transportation customers within the service territory designated below, except special contract customers.</p> <p>TERRITORY</p> <p>This Rider shall apply to the following gas sales and standard transportation rate schedules of the Company's West-North Service Area (WNSA) within the incorporated and unincorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Graford, Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas and in the environs areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center and Whitt, Texas: 10, 15, 20, 30, 40, 60, C-1, CNG-1, E5, 1Z, 1Y, 2Z, 3Z, 4Z, 6Z, C-1-ENV, CNG-1-ENV, T-1, and T-1-ENV.</p> <p>QUALIFYING EXPENSES</p> <p>This Rider applies only to the legally mandated safety testing of the Company's transmission lines in the WNSA under the Pipeline Integrity Safety Testing Program. The operating and maintenance expense items that qualify for recovery under this Rider shall include the contractor costs associated with land and leak survey, permitting, and job order preparation and completion; the clearing of right-of-way; any needed notifications to adjacent businesses and residences; traffic control equipment and personnel; Direct Current Voltage Gradient (DCVG), Close Interval (CI), and other surveys to ensure the integrity of the pipeline system; any required rigid bypasses; flushing of the lines and testing and disposal of the flush water; hydrostatic testing of the lines and analysis and disposal of the test water; any required pigging of the lines in connection with safety testing; any required x-ray welding; metallurgical testing of the pipeline or components thereof; site restoration, painting, and clean-up; expenses associated with providing a supply of compressed natural gas (CNG) to ensure uninterrupted service to customers during testing, and any other operating and maintenance expenses reasonably necessary to safely and effectively perform required safety testing of the Company's pipelines in the WNSA. Neither capital expenditures by the Company, nor the labor cost of TGS employees, shall be recovered under this Rider.</p> <p>CALCULATION OF PIT SURCHARGES</p> <p>The Pipeline Integrity Testing Surcharges established under this Rider shall be designed so as to recover the Total Testing Expense incurred in the prior year for Pipeline Integrity Safety Testing, and shall be calculated as follows:</p> <p>The Total Annual Testing Expense shall be divided by the estimated average annual usage to produce the annual PIT Surcharge.</p> $\text{PIT Surcharge} = \frac{\text{Total Annual Testing Expense}}{\text{Estimated Annual Usage}}$ <p>Based upon customer data for the prior calendar year and any other relevant factors, the estimated annual usage may be revised annually to account for customer growth, and the resulting revised PIT Surcharge shall be applied to each class for the ensuing 12-month recovery period.</p> <p>ANNUAL RECONCILIATION</p> <p>After completion of each annual recovery period, the total revenues collected under this Rider for that year shall be reconciled against the revenues previously calculated to be collected for that year, and the PIT Surcharge for each class shall be adjusted upward or downward so that the Company recovers any underrecoveries or refunds any overrecoveries that may have accrued under the Rider, plus monthly interest on those underrecoveries or overrecoveries at the cost of long-term debt approved in the Company's most recent</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 36696

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
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general rate case in which rates were set for application to customers in the WNSA. The reconciliation shall be filed with the regulatory authority on or before February 21st of each year, and the regulatory authority shall complete its review of the reconciliation on or before March 21st of each year, so that the Company can implement the reconciled PIT Surcharges beginning with the first billing cycle for April of each succeeding year.

DEFERRED ACCOUNTING

The Company is authorized and directed to defer, as a regulatory asset, all Pipeline Integrity Safety Testing expenses incurred during the testing cycle starting on January 1, 2016 and all revenues specifically collected under this Rider shall be applied to the deferred expense account. The Company shall not earn a return on any regulatory asset created under this provision, and no such regulatory asset shall be included in the Company's invested capital (rate base) for ratemaking purposes.

ANNUAL REPORT & APPLICABLE PSCC

On or before February 21st after each calendar year, the Company shall file a report with the Commission and the WNSA Cities showing all Pipeline Integrity Safety Testing expenses incurred during the previous calendar year and verifying the prior year's collections and any underrecoveries or overrecoveries accruing to date under this Rider. The report shall separately identify and list such expenses by account number and project number. Prior to the effective date of this Rider and on or before February 21st of each succeeding year while this Rider is in effect, the Company shall also file an Addendum to this Rider with the Commission and the WNSA Cities (a) identifying the PIT Surcharges that will be applied during the ensuing 12-month recovery period from April 1st through March 31st, and (b) providing the underlying data and calculations on which each PIT Surcharge for that period is based.

The Company shall file the report with the Commission electronically at GUD_Compliance@rrc.texas.gov or at the following address:

Director of Oversight and Safety Division
 Gas Services Department Railroad Commission of Texas
 P.O. Box 12967 Austin, TX 78711-2967

NOTICE TO AFFECTED CUSTOMERS

In addition to the annual report and Addendum to this Rider required above, the Company shall provide, on or before March 31st after each calendar year, written notice to each affected customer of (a) the PIT Surcharge that will be applied during the ensuing 12-month period from April 1st through March 31st, and (b) the effect the PIT Surcharge is expected to have on the average monthly bill for each affected customer class. The written notice shall be provided in both English and Spanish, shall be the only information contained on the piece of paper on which it is printed, and may be provided either by separate mailing or by insert included with the Company's monthly billing statements, including electronic billing statements. The Company shall also electronically file an affidavit annually with the Commission and the WNSA Cities certifying that notice has been provided to customers in this manner. The notice shall be presumed to be complete three calendar days after the date the separate mailing or billing statement is deposited in a postage-paid, properly addressed wrapper in a post office or official depository under care of the United States Postal Service. The initial notice shall be filed with, reviewed, and approved by the regulatory authority, and each subsequent notice shall follow the same format as that of the approved initial notice.

Meters Read On and After

January 27, 2023 (All West-North cities except Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park)
 February 27, 2023 (Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park)

Supersedes Rate Schedule Dated

November 28, 2018 (Unincorporated Areas of the North Texas Service Area)
 October 5, 2016 (All West Texas Areas Except Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)
 December 1, 2016 (Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)

PSF-ALL-ISOS-PSAF

Texas Gas Service Company, a Division of ONE Gas, Inc.
 All Service Areas

RATE SCHEDULE PSF

PIPELINE SAFETY AND REGULATORY PROGRAM FEES

TEXAS ADMINISTRATIVE CODE

TITLE 16	ECONOMIC REGULATION
PART 1	RAILROAD COMMISSION OF TEXAS
CHAPTER 8	PIPELINE SAFETY REGULATIONS
SUBCHAPTER C	REQUIREMENTS FOR GAS PIPELINES ONLY
Rule Section 8.201	Pipeline Safety and Regulatory Program Fees

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 36696

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(a) Application of fees. Pursuant to Texas Utilities Code, 121.211, the Commission establishes a pipeline safety and regulatory program fee, to be assessed annually against operators of natural gas distribution pipelines and pipeline facilities and natural gas master metered pipelines and pipeline facilities subject to the Commission's jurisdiction under Texas Utilities Code, Title 3. The total amount of revenue estimated to be collected under this section does not exceed the amount the Commission estimates to be necessary to recover the costs of administering the pipeline safety and regulatory programs under Texas Utilities Code, Title 3, excluding costs that are fully funded by federal sources for any fiscal year.</p> <p>(b) Natural gas distribution systems. The Commission hereby assesses each operator of a natural gas distribution system an annual pipeline safety and regulatory program fee of \$1.00 for each service (service line) in service at the end of each calendar year as reported by each system operator on the U.S. Department of Transportation (DOT) Gas Distribution Annual Report, Form PHMSA F7100.1-1 due on March 15 of each year.</p> <p>(1) Each operator of a natural gas distribution system shall calculate the annual pipeline safety and regulatory program total to be paid to the Commission by multiplying the \$1.00 fee by the number of services listed in Part B, Section 3, of Form PHMSA F7100.1-1, due on March 15 of each year.</p> <p>(2) Each operator of a natural gas distribution system shall remit to the Commission on March 15 of each year the amount calculated under paragraph (1) of this subsection.</p> <p>(3) Each operator of a natural gas distribution system shall recover, by a surcharge to its existing rates, the amount the operator paid to the Commission under paragraph (1) of this subsection. The surcharge:</p> <p>(A) shall be a flat rate, one-time surcharge;</p> <p>(B) shall not be billed before the operator remits the pipeline safety and regulatory program fee to the Commission;</p> <p>(C) shall be applied in the billing cycle or cycles immediately following the date on which the operator paid the Commission;</p> <p>(D) shall not exceed \$1.00 per service or service line (For the calendar year 2023 annual pipeline safety and regulatory program fee, billed effective with meters read on and after March 27, 2024, Texas Gas Service Company, a Division of ONE Gas, Inc. will bill all customers a one-time customer charge per bill of \$1.00, based on \$1.00 per service line); and</p> <p>(E) shall not be billed to a state agency, as that term is defined in Texas Utilities Code, 101.003.</p> <p>(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each operator of a natural gas distribution system shall file with the Commission's Oversight and Safety Division a report showing:</p> <p>(A) the pipeline safety and regulatory program fee amount paid to the Commission;</p> <p>(B) the unit rate and total amount of the surcharge billed to each customer;</p> <p>(C) the date or dates on which the surcharge was billed to customers; and</p> <p>(D) the total amount collected from customers from the surcharge. Reports for the Commission shall be filed electronically at GUD_Compliance@rrc.texas.gov or at the following address: Compliance Filing Director of Oversight and Safety Division Gas Services Department Railroad Commission of Texas P.O. Box 12967 Austin, Texas 78711-2967</p> <p>(5) Each operator of a natural gas distribution system that is a utility subject to the jurisdiction of the Commission pursuant to Texas Utilities Code, Chapters 101 - 105, shall file a generally applicable tariff for its surcharge in conformance with the requirements of 7.315 of this title (relating to Filing of Tariffs).</p> <p>(6) Amounts recovered from customers under this subsection by an investor-owned natural gas distribution system or a cooperatively owned natural gas distribution system shall not be included in the revenue or gross receipts of the system for the purpose of calculating municipal franchise fees or any tax imposed under Subchapter B, Chapter 182, Tax Code, or under Chapter 122, nor shall such amounts be subject to a sales and use tax imposed by Chapter 151, Tax Code, or Subtitle C, Title 3, Tax Code.</p> <p>(c) Natural gas master meter systems. The Commission hereby assesses each natural gas master meter system an annual pipeline safety and regulatory program fee of \$100 per master meter system.</p> <p>(1) Each operator of a natural gas master meter system shall remit to the Commission the annual pipeline safety and regulatory program fee of \$100 per master meter system no later than June 30 of each year.</p> <p>(2) The Commission shall send an invoice to each affected natural gas master meter system operator no later than April 30 of each year as a courtesy reminder. The failure of a natural gas master meter system operator to receive an invoice shall not exempt the natural gas master meter system operator from its obligation to remit to the Commission the annual pipeline safety and regulatory program fee on</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 36696

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-1-WNSA-IS	<p>June 30 each year.</p> <p>(3) Each operator of a natural gas master meter system shall recover as a surcharge to its existing rates the amounts paid to the Commission under paragraph (1) of this subsection.</p> <p>(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each natural gas master meter system operator shall file with the Oversight and Safety Division a report showing:</p> <p>(A) the pipeline safety and regulatory program fee amount paid to the Commission;</p> <p>(B) the unit rate and total amount of the surcharge billed to each customer;</p> <p>(C) the date or dates on which the surcharge was billed to customers; and</p> <p>(D) the total amount collected from customers from the surcharge.</p> <p>(d) Late payment penalty. If the operator of a natural gas distribution system or a natural gas master meter system does not remit payment of the annual pipeline safety and regulatory program fee to the Commission within 30 days of the due date, the Commission shall assess a late payment penalty of 10 percent of the total assessment due under subsection (b) or (c) of this section, as applicable, and shall notify the operator of the total amount due to the Commission.</p> <p>Source Note: The provisions of this 8.201 adopted to be effective September 8, 2003, 28 TexReg 7682; amended to be effective November 24, 2004, 29 TexReg 10733; amended to be effective May 15, 2005, 30 TexReg 2849; amended to be effective December 19, 2005, 30 TexReg 8428; amended to be effective April 18, 2007, 32 TexReg 2136; amended to be effective November 12, 2007, 32 TexReg 8121; amended to be effective September 21, 2009, 34 TexReg 6446; amended to be effective August 30, 2010, 35 TexReg 7743; amended to be effective November 14, 2011, 36 TexReg 7663; amended to be effective November 11, 2013, 38 TexReg 7947; amended to be effective January 6, 2020, 45 TexReg 121</p> <p>Meters Read On and After March 27, 2024</p> <p>Supersedes Same Sheet Dated March 28, 2023</p> <p>Texas Gas Service Company, a Division of ONE Gas, Inc. RATE SCHEDULE T-1 West-North Service Area</p>

TRANSPORTATION SERVICE RATE

APPLICABILITY

Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule. Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.'s (the Company) distribution system. The customer must arrange with its gas supplier to have the customers gas delivered to one of the Companys existing delivery receipt points for transportation by the Company to the customers facilities at the customers delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.

AVAILABILITY

Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Companys West-North Service Area distribution system which includes the incorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Graford, Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.

COST OF SERVICE RATE

During each monthly billing period, a customer charge per meter per month listed by customer class as follows:

Commercial \$500.00 per month plus
Interim Rate Adjustments \$11.61 (Footnote 1)
Total Rate \$511.61

Industrial \$1,050.00 per month plus
Interim Rate Adjustments \$287.63 (Footnote 2)
Total Rate \$1,337.63

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6310 COMPANY NAME: TEXAS GAS SERVICE COMPANY

TARIFF CODE: DT RRC TARIFF NO: 36696

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Public Authority \$500.00 per month plus Interim Rate Adjustments \$34.68 (Footnote 3) Total Rate \$534.68
	Compressed Natural Gas \$450.00 per month plus Interim Rate Adjustments \$1,208.27 (Footnote 4) Total Rate \$1,658.27
	Electrical Cogeneration \$700.00 per month plus Interim Rate Adjustments \$11.61 (Footnote 5) Total Rate \$711.61
	Plus ` All Ccf per monthly billing period listed by customer class as follows: Commercial \$0.09394 per Ccf Industrial \$0.11486 per Ccf Public Authority \$0.13511 per Ccf Compressed Natural Gas \$0.08643 per Ccf Electrical Cogeneration
	Oct. ` Apr. (Winter) First 5,000 Ccf @ \$0.05260 per Ccf Next 95,000 Ccf @ \$0.04260 per Ccf Next 300,000 Ccf @ \$0.03260 per Ccf All Over 400,000 Ccf @ \$0.02260 per Ccf
	May ` Sept. (Summer) First 5,000 Ccf @ \$0.04259 per Ccf Next 95,000 Ccf @ \$0.03258 per Ccf Next 300,000 Ccf @ \$0.02259 per Ccf All Over 400,000 Ccf @ \$0.01258 per Ccf
	ADDITIONAL CHARGES 1. A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder. 2. A charge will be made each month to recover the cost of any applicable taxes and fees, including franchise fees paid to the cities. 3. In the event the Company incurs a demand charge, balancing service rate, or reservation charge from its gas supplier(s) or transportation providers in the incorporated areas of the West-North Service Area, the customer may be charged its proportionate share of the demand charge, balancing service rate, or reservation charge based on benefit received by the customer. 4. The billing shall reflect adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE. 5. The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedules PIT and PIT-Rider, if applicable. 6. The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety and Regulatory Program Fees Rider, Rate Schedule PSF.
	SUBJECT TO 1. Tariff T-TERMS, General Terms and Conditions for Transportation Service. 2. Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Companys rate schedule which would otherwise be available to such customer. 3. The Agreement is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or Gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies. 4. The Agreement shall be interpreted under Texas law.
	Footnote 1: 2022 IRA - \$5.36 (Case No. 00012849); 2023 IRA - \$6.25 (Case No. 00016546) Footnote 2: 2022 IRA - \$130.92 (Case No. 00012849); 2023 IRA - \$156.71 (Case No. 00016546) Footnote 3: 2022 IRA - \$15.75 (Case No. 00012849); 2023 IRA - \$18.93 (Case No. 00016546) Footnote 4: 2022 IRA - \$529.23 (Case No. 00012849); 2023 IRA - \$679.04 (Case No. 00016546) Footnote 5: 2022 IRA - \$5.36 (Case No. 00012849); 2023 IRA - \$6.25 (Case No. 00016546)
	Meters Read On and After June 26, 2024
	Supersedes Rate Schedule Dated

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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-TERMS-WNSA-ISO	<p>June 26, 2023</p> <p>Texas Gas Service Company, a Division of ONE Gas, Inc. West-North Service Area</p> <p style="text-align: center;">GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE</p> <p>Nothing shall be deemed to supersede the respective rights and obligations of Texas Gas Service Company, a Division of ONE Gas, Inc. (Company) and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company's West-North distribution system which includes the incorporated and unincorporated areas of Aledo, Andrews, Anthony, Barstow, Borger, Breckenridge, Bryson, Clint, Crane, Dell City, El Paso, Graford, Graham, Horizon City, Hudson Oaks, Jacksboro, McCamey, Millsap, Mineral Wells, Monahans, Pecos, Pyote, San Elizario, Skellytown, Socorro, Thorntonville, Vinton, Weatherford, Wickett, Willow Park and Wink, Texas and the unincorporated areas of Canutillo, Fabens, Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center and Whitt, Texas.</p> <p>1.2 DEFINITIONS</p> <p>The following definitions shall apply to the indicated words as used in this Tariff:</p> <p>Adder: Shall mean the Company's incremental cost to purchase natural gas.</p> <p>Aggregation Areas: Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.</p> <p>Agreement: Shall mean any Gas Transportation Agreement (including any gas transportation orders, forms or other exhibit(s) which are incorporated into and become a part of the same) to which the General Terms and Conditions for Transportation apply.</p> <p>Btu: Shall mean British thermal unit(s) and shall be computed on a temperature base of 60 degrees Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and MMBtu shall mean 1,000,000 Btu.</p> <p>Commercial Service: Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.</p> <p>Commission or The Commission: The Railroad Commission of Texas.</p> <p>Company: Texas Gas Service Company, a Division of ONE Gas, Inc.</p> <p>Consumption Period: Shall mean a volumetric billing period. Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.</p> <p>Cumulative Tolerance Limit: Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.</p> <p>Customer: Any person or organization now being billed for gas service whether used by him or her, or by others.</p> <p>Day or Gas Day: Shall mean the 24-hour period commencing at 9:00 a.m. (Central Standard Time) on one calendar day and ending at 9:00 a.m. (Central Standard Time) the following calendar day.</p> <p>DeKatherm (Dth): Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.</p> <p>Electrical Cogeneration Service: Service to Consumers who use natural gas for the purpose of generating electricity. This service uses thermal energy to produce electricity with recapture of by-product heat in the form of steam, exhaust heat, etc. for industrial process use, space heating, food processing or other purposes.</p> <p>Electronic Flow Measurement (EFM): A device that remotely reads a gas meter.</p> <p>Gas or Natural Gas: Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.</p>

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	<p>Industrial Service: Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.</p> <p>Mcf: Shall mean 1,000 cubic feet of Gas.</p> <p>Month: Shall mean the period beginning at 9:00 a.m. Central Standard Time on the first Day of each calendar month and ending at 9:00 a.m. Central Standard Time on the first Day of the next succeeding calendar month.</p> <p>Monthly Tolerance Limit: Shall mean 5% of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.</p> <p>Payment in Kind (PIK): Shall mean a reimbursement for lost and unaccounted for gas.</p> <p>PDA: Shall mean a predetermined allocation method.</p> <p>Pipeline System: Shall mean the current existing utility distribution facilities of Company located in the State of Texas.</p> <p>Point of Delivery: Shall mean the point or points where gas is delivered from the Pipeline System to Customer.</p> <p>Point of Receipt: Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.</p> <p>Point Operator: Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.</p> <p>Qualified Supplier: Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.</p> <p>Regulatory Authority: The City Council or equivalent municipal governing body of each respective city in the West-North Service Area, or the Railroad Commission of Texas, as applicable.</p> <p>Service Area: The area receiving gas utility service provided by the Company under the terms of this Tariff.</p> <p>Tariff: Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.</p> <p>Transportation Form: Shall mean the Company approved selection of transportation service document.</p> <p>Transportation Rate Schedule: A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.</p> <p>Transportation Service: The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.</p> <p>Week: Shall mean a period of 7 consecutive Days beginning at 9:00 a.m. Central Standard Time on each Monday and ending at the same time on the next succeeding Monday.</p> <p>Year: Shall mean a period of 365 consecutive Days, or 366 consecutive Days when such period includes a February 29.</p> <p>1.3 RESTRICTIONS AND RESERVATIONS</p> <p>a) It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer's actions. Customer's Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.</p> <p>b) Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System initiated by and to the benefit of the Company.</p> <p>c) Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company's sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement, to terminate the Agreement.</p>

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d) Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company's transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and any Exhibits attached thereto.

e) Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.

f) The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.

1.4 COMPANY'S RESPONSIBILITY

Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK).

1.5 CUSTOMER'S RESPONSIBILITY

Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:

a) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;

b) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer;

c) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;

d) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.6;

e) Transportation Service is not available for a term less than 12 months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service;

f) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs; and

g) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after 30 calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.

1.6 QUALIFIED SUPPLIER'S RESPONSIBILITY

Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.

a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion.

b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.

c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.

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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Qualified Supplier shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero imbalance as practicable.</p> <p>e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.</p> <p>1.7 IMBALANCES</p> <p>Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.</p> <p>a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.</p> <p>b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.</p> <p>c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.</p> <p>d) A proportional share of any upstream pipeline transportation service charges, additional commodity charges, and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). The proportional share will be calculated using the Qualified Supplier's receipts and deliveries and the upstream pipeline invoices for the applicable period. Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.</p> <p>e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.</p> <p>f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.</p> <p>g) On or about 15 days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the 6th Day of the Month in which the statement requiring such data is to be rendered.</p> <p>h) Both parties hereto shall have the right at any and all reasonable times within 24 months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.</p> <p>1.8 LACK OF LIABILITY</p> <p>a) Furnishing of Gas. The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.</p> <p>b) After Point of Delivery. Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Customer or consumer, his agents, servants, employees, or other persons.</p> <p>c) Reasonable Diligence. The Company agrees to use reasonable diligence in rendering continuous gas service to all Customers or Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such</p>

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	<p>service.</p> <p>d) Force Majeure. If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for any damage or loss for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. The term Force Majeure as used herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, or any agency thereof, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; mandatory testing or maintenance necessary for compliance and safe operation, and any other causes, whether of the kind herein enumerated or otherwise. If due to a Force Majeure the Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.</p> <p>e) If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.</p> <p>Meters Read On and After January 27, 2023 (All West-North cities except Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park) February 27, 2023 (Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park)</p> <p>Supersedes Rate Schedule Dated December 31, 2018 (Incorporated Areas of the Borger/Skellytown Service Area) February 28, 2019 (Unincorporated Areas of the Borger/Skellytown Service Area) November 28, 2018 (Unincorporated Areas of the North Texas Service Area) October 5, 2016 (All West Texas Areas Except Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink) December 1, 2016 (Incorporated Areas of Andrews, Barstow, Crane, McCamey, Monahans, Pecos, Pyote, Thorntonville, Wickett and Wink)</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>
115830	D	CCF	\$.0000	01/27/2023	N
DESCRIPTION: All applicable transportation delivery points within Incorporated TGS WEST-NORTH SVC AREA					
Customer	42954	Transportation customers in the Incorporated West-North Service Area			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	
M	Other(with detailed explanation)	Firm Transportation customers in the Incorporated areas of West-North Svc Area

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TUC APPLICABILITY	
<u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u>	