CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● JANUARY 24, 2022

Council Chambers | **Regular Meeting** | **6:00 PM**

220 TEXAS BLVD., TEXARKANA, TX 75501

I. CALL TO ORDER, ROLL CALL, ESTABLISHMENT OF QUORUM

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Jean H. Matlock	Ward 1	Present	
Mary Hart	Ward 2	Present	
Betty Williams	Ward 3	Present	
Christie Page	Ward 4	Present	
Bill Harp	Ward 5	Present	
Jay Davis	Ward 6	Present	

Staff Present: City Manager David Orr, Jennifer Evans, Karey Parker, Sherry Jackson Hawkins, Vashil Fernandez, Lisa Thompson, Dusty Henslee, Ross Cowling, Eric Schlotter, Keith Beason, and Mashell Daniel.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER JAY DAVIS

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, February 14, 2022 at 6:00 p.m.
Monday, February 28, 2022 at 6:00 p.m.
Monday, March 14, 2022 at 6:00 p.m.
Monday, March 28, 2022 at 6:00 p.m.

Parks & Recreation Events:

February 3rd	Youth Zumba Classes Begin	Southwest Center
February 5th	Co-Ed Basketball League Begins	Southwest Center

The Southwest Center now has expanded hours of operation:

Monday	8:00 a.m. - 7:00 p.m.
Tuesday-Friday	8:00 a.m. - 8:00 p.m.

Saturday 9:00 a.m. - 6:00 p.m.

Additional Parks & Recreation information can be found on the city's website at <http://www.ci.texarkana.tx.us> or by contacting staff at (903) 798-3978.

IV. OPEN FORUM: COMMENTS FROM THE PUBLIC

Per Council rules, comment time is limited to five minutes, or ten minutes if using a translator. Before comments are made, a speaker must complete an information sheet and give to the City Secretary. If your comment pertains to an agenda item with a scheduled public hearing or public comment, the Council requires that you make your comment at that time; you do not need to complete an information sheet.

Susie Adkins said the proposed money being considered for a State Line Avenue median could be better spent repairing and improving roads and parking lots in the city.

V. LIFENET ANNUAL REPORT - BY DAVID BAUMGARDNER

LifeNet has a 15-member board and is a not-for-profit company. Mr. Baumgardner said he was happy to report the company has partnered with Texarkana College, training EMTs for future advancement using an accelerated Paramedic program.

Earlier this week, the company had its annual operations audit and its accreditation was renewed by CAAS, the Commission on Accreditation of Ambulance Services. The new Area Director, Weston Davis, made an introduction and shared a few comments.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Mayor Bruggeman reappointed the following people to the Housing Authority Board:

Melva Flowers, Louie George, Craig Manning, and Jo Ann Rice.

Motion to confirm Mayoral reappointments to the Housing Authority Board.

(6:25 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Harp, Ward 5
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

VII. ITEMS FOR CONSIDERATION

Consent Items - None

RESULT:	**NO CONSENT ITEMS**

Action Items

1. Ordinance No. 2022-005 accepting a grant award of $30,000 from the Texas Recreation & Park Society and the National Fitness Campaign Grant Committee and amending the budget for the National Fitness Campaign Grant Fund (Fund 244) to reflect additional revenue and expenditures of $30,000.

   Public Hearing:
   Council Vote: January 24, 2022

   Ross Cowling briefed this agenda item and shared a video showcasing the fitness program.
   (6:32 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Davis, Ward 6
SECONDER:	Mary Hart, Ward 2
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

VIII. FIRST BRIEFINGS

1. Ordinance No. 2022-008 granting a Specific Use Permit to allow the location of a single-wide HUD code manufactured home on Lot 3, Block 17, Grandview Addition, located at 4007 Findley Street. Franklin D. Coleman, owner.

   Public Hearing: February 14, 2022
   Council Vote: February 14, 2022

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 2/14/2022 6:00 PM**

2. Ordinance No. 2022-009 approving an amendment to PD-20-5(GR) for site plan approval on a 2.206-acre tract of land (being Tract 65A) in the John A. Talbot HRS, A-564, located at 5609 Richmond Rd. Don Robertson, owner.

   Public Hearing: February 14, 2022
   Council Vote: February 14, 2022

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 2/14/2022 6:00 PM**

3. Resolution No. 2022-010 authorizing a written services agreement for provisions of city services to Deaton Place Subdivision in the event the city council adopts an ordinance annexing the tract.

   Public Hearing: February 14, 2022
   Council Vote: February 14, 2022

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 2/14/2022 6:00 PM**

IX. PUBLIC HEARINGS

1. Ordinance No. 2022-001 amending PD-21-2 (O) for site plan approval an approximate 0.96-acre tract of land (being 336A/336C) in the George Brinlee HRS, A-18, located at 5302 North Kings Highway from Single Family-1 to Planned Development-Office. Shane Satterfield, owner.

   Public Hearing: January 24, 2022
   Council Vote: January 24, 2022

   There were no public comments made at this hearing.
   (6:38 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Harp, Ward 5
SECONDER:	Jay Davis, Ward 6
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

2. Resolution No. 2022-002 recognizing New Town Neighborhood Association as an official neighborhood association.

   Public Hearing: January 24, 2022
   Council Vote: January 24, 2022

   Steve Matlock spoke in favor of this proposed resolution.
   (6:39 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christie Page, Ward 4
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

3. Ordinance No. 2022-003 of public convenience and necessity, approving the assignment and transfer of a public utility franchise to Summit Utilities Arkansas, Inc., assignee of CenterPoint Energy Resources Corp., for the continued provision of and to maintain and operate a natural gas utility business system in the City. [City Charter requires this ordinance to be read at three regular meetings of the City Council.]

   Public Hearing: January 24, 2022
   Council Vote: February 14, 2022

   (Council Member Page left the meeting at 6:40 p.m.)

   Jeff Lewis provided an update and additional materials related to this proposed ordinance. Kenny Henderson, Director of Governmental Affairs for Summit Utilities, said he looked forward to working with the city during this utility transfer process.

   There were no public comments made at this hearing.

   Council Member Matlock made a motion for the **second reading** of the agenda caption. Council Member Hart seconded the motion. Mayor Bruggeman voted in the absence of Council Member Page. The vote was adopted, six (6) to zero (0).
   (6:51 p.m.)

RESULT:	**SECOND READING - MOVED FORWARD**	**Next: 2/14/2022 6:00 PM**

4. Ordinance No. 2022-004 amending Ordinance No. 2017-083, substituting Summit Utilities Arkansas, Inc., as the natural gas provider and franchise holder for the City, reauthorizing identical residential and commercial rate schedules previously authorized with exceptions, and ordering the rates to be charged by Summit for natural gas and natural gas service to the City's residential and commercial customers.

   Public Hearing: January 24, 2022
   Council Vote: February 14, 2022

   Jeff Lewis said the transaction between Summit Utilities and CenterPoint Energy has closed. This proposed ordinance has been updated based on the pending approval of the franchise agreement, which is Ordinance No. 2022-003. Mr. Henderson, of Summit Utilities, presented himself for questions. He was accompanied by fellow staff member Greg Strickland.

   There were no public comments made at this hearing.

RESULT:	**MOVED FORWARD**	**Next: 2/14/2022 6:00 PM**

X. ITEMS FOR DISCUSSION - CITY MANAGER'S REPORT

Water Rights Permit Update
Riverbend and city staff continue to meet with the U.S. Army Corps of Engineers weekly about the city's water rights application and implementation of the Ultimate Rule Curve. A meeting is scheduled next week with the Caddo Nation as part of the Section 106 Environmental & Cultural Review process.

Dr. Riley Harvill & DISC Personality Assessments
Last Tuesday, the leadership team heard from Dr. Riley Harvill and participated in DISC personality assessments. Dr. Harvill specializes in working with municipalities including police and fire departments across Texas as well as the nation. He provided a comprehensive team report and the team plans to continue to use the DISC model throughout the organization to better understand individual employee's strengths and weaknesses.

Waste Management (WM) Sustainability Forum Invitation & December Report
WM holds a Sustainability Forum each year and this year's event will be virtual on February 9th. Doug Sims sent information if council is interested in joining the forum. Also, the December WM report for residential trash, recycling and green waste is available. Recycling volumes continue to be trending upward with 98 tons collected in December.

Strategic Doing Practitioners Training - Feb 2-4th
Council Member Bill Harp and City Manager Orr will be participating in Leadership Texarkana's Strategic Doing Practitioners Training next week Feb 2-4th on the campus of Texarkana College.

COVID-19 Update - by Fire Chief Eric Schlotter

At the end of December into early January, COVID-19 cases started to increase. Hospitalizations have also risen and staff working at both local hospitals are feeling the stress. The state has provided contract nurses to assist with the extra work load in patient care. The infusion center has been extended for another month, but it is limited in its daily capacity.

As this is the time for flu season, it is particularly good for everyone to be diligent in regular hand washing, social distancing, and wearing a mask in public places.

Mayor Bruggeman thanked Emergency Operations Center staff Eric Schlotter, Tracey Litton, Lisa Thompson, and Dr. Matt Young for their excellent work in keeping officials updated with weekly calls relaying vital information. He also thanked the LifeNet crew for their invaluable service to the community, especially, during this pandemic.

XI. ADMINISTRATIVE COMMENTS

1. City Council

   Council Member Harp said even though not all sides agree, the investment of a WinCo grocery store does provide some positives for the city such as:

   An estimated 90 new jobs to be added to the local market,

   Renovation of a building/complex that has been empty for years,

   Demolishing an aging structure and building a new facility using local contractors and building supply businesses,

   Having a grocery store option in a designated "food desert" area on the south side of Interstate 30, and

   Potentially providing a catalyst for future re-development of other properties nearby.

2. City Staff

   City Manager Orr thanked Council Member Harp for his comments just expressed about the WinCo grocery store project.

XII. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:10 p.m.)

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Bill Harp, Ward 5
SECONDER:	Mary Hart, Ward 2
AYES:	Bruggeman, Matlock, Hart, Williams, Harp, Davis
AWAY:	Page

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 1/6/2022 11:44 AM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,

Subject: Ordinance No. 2022-005 accepting a grant award of $30,000 from the Texas Recreation & Park Society and the National Fitness Campaign Grant Committee and amending the budget for the National Fitness Campaign Grant Fund (Fund 244) to reflect additional revenue and expenditures of $30,000.

Briefing: 1/24/2022 **Public Hearing:** **Council Vote:** 1/24/2022

Item Schedule

Updates/History of Briefing:
Not Applicable

Executive Summary and Background Information:
The City was selected as an awardee in the 2022 NFC/TRAPS Healthy Cities Campaign in the amount of $30,000. The 2022 NFC/TRAPS Healthy Cities Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country. Because this funding was not included in the original FY 2022 budget adopted by Council, staff is requesting a budget amendment to include the grant award of $30,000 in the FY 2022 budget.

Potential Options:
- Accept $30,000 grant award and FY 22 budget amendment
- Deny $30,000 grant award and FY 22 budget amendment

Fiscal Implications:
Appropriation of grant award. No financial impact to the City.

Staff Recommendation:
Staff Recommends Approval

Advisory Board/Committee Review:
Not Applicable

Board/Committee Recommendation:
Not Applicable

Advisory Board/Committee Meeting Date and Minutes:
Not Applicable

Attachments

a. 2022-005 ORD Amending Budget for National Fitness Campaign Grant (DOC)
b. 2022-005 ATTH 01 TRAPS - Texarkana - 2022 NOA Grant Program Requirements (2) (PDF)
c. 2022-005 Goals & Perspectives (DOCX)
d. 2022-005 ORD Natl Fitness Campaign grant signed (PDF)

Staff Coordination

Finance Department	Kristin Peeples	Department Head Review	Completed	01/06/2022 11:44 AM
Finance Department	Kristin Peeples	Finance Review	Completed	01/06/2022 11:44 AM
Parks, Recreation & Health		Robby Robertson	Action Completed	01/06/2022 2:49 PM
City Manager	David Orr	City Manager Review	Completed	01/07/2022 9:45 AM
City Council	Jennifer Evans	Meeting	Completed	01/24/2022 6:00 PM

Meeting History

ORDINANCE NO. 2022-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED REVENUE AND EXPENDITURES FOR THE NATIONAL FITNESS CAMPAIGN GRANT FUND (FUND 244) FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022, ADDING THE AMOUNT OF THIRTY THOUSAND DOLLARS ($30,000); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, was awarded **THIRTY THOUSAND DOLLARS ($30,000)** in funding from the Texas Recreation & Park Society and the National Fitness Campaign Grant Committee; and

WHEREAS, these funds are not currently included in the budget for the National Fitness Campaign Grant Fund (Fund 244) for the fiscal year ending September 30, 2022; and

WHEREAS, City staff recommends amending the budget estimate of the City's revenues and expenditures for the fiscal year beginning October 1, 2021, and ending September 30, 2022, to include the additional funding in the National Fitness Campaign Grant Fund (Fund 244).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the budget estimate of the revenue and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2021, and ending September 30, 2022, be amended to reflect additional revenue and expenditures appropriated of **THIRTY THOUSAND DOLLARS ($30,000)** added to the National Fitness Campaign Grant Fund (Fund 244).

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **24th day of January, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-005 ORD Amending Budget for National Fitness Campaign Grant (3621 : 2022-005 ORD Amending Budget for National

Congratulations!

Texarkana has been selected as a 2022 NFC/TRAPS Healthy Cities Campaign Grant Recipient!

Dear David,

On behalf of Texas Recreation & Park Society and the National Fitness Campaign Grant Committee, we are pleased to share that Texarkana has been selected as an awardee in the 2022 NFC/TRAPS Healthy Cities Campaign! This award notification letter for one (1) 2022 NFC Grant of $30,000 is the first step towards formal confirmation of your participation. The next step is to schedule your official Grant Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The $30,000 Grant Award will be confirmed pending the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council within 60 days of the Award Call. Upon receipt of the Resolution of Adoption, the attached formal Grant Program Requirements Document will be approved and signed by a representative from the NFC Grant Committee, and shared for countersignature and local adoption confirming 2022 grant funding commitment to your agency for the time specified in the GPR. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – David Chavez – as your dedicated partner and champion in support of this partnership. Over the coming months, David will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2022 NFC/TRAPS Healthy Cities Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2022 NFC/TRAPS Healthy Cities Campaign, and we look forward to making world-class fitness free in Texarkana!

Best in Fitness,



Mitch Menaged, Founder
National Fitness Campaign

Attachment: 2022-005 ATTH 01 TRAPS - Texarkana - 2022 NOA Grant Program Requirements (2) (3621 : 2022-005 ORD Amending Budget for

Texarkana, TX - National Fitness Campaign

2022 Funding Cycle Grant Program Requirements (G.P.R.)

MILESTONE 1: ADOPTION

- **Summary**: Commit to project adoption and confirm matching funding
- **Requirement A**: Resolution of Adoption or Letter of Support
- **Requirement B**: Countersigned Grant Program Requirements Document
- **Deadline: Within 60 Days of completion of Grant Award call**

*Purchase Order Will Satisfy Adoption Requirement if Submitted Within 60 Days of Grant Award

MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

- **Summary:** Execute budgeting and fundraising plan (as needed) and confirm total required funding
- **Requirement:** Funding confirmation document submitted to NFC for remaining program funding (typically P.O)*

*Refer to Official Quote and Funding Requirements Summary for details

- **Deadline: October 3, 2022**

MILESTONE 3 : SHIPMENT

- **Summary:** Identify Fitness Court® storage location and schedule Fitness Court® delivery
- **Requirement:** Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for program funds
- **Deadline: October 14, 2022**

MILESTONE 4: INSTALL CONCRETE SLAB

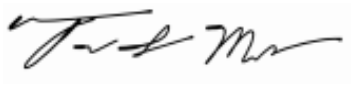
- **Summary:** Review slab drawings, establish Fitness Court® orientation, schedule concrete installer
- **Requirement:** Install concrete slab *(cure time of 28 days before Fitness Court® installation)*
- **Deadline: October 24, 2022**

MILESTONE 5: FITNESS COURT® ART APPROVAL

- **Summary:** Finalize design with NFC design studio
- **Requirement:** Approve final art print preview for printing & shipment
- **Deadline: October 24, 2022**

MILESTONE 6: FITNESS COURT ASSEMBLY & PRESS LAUNCH CEREMONY

- **Summary:** Select Fitness Court® Assembly Team (NFC Factory Team EIS recommended), confirm install timeline, train ambassadors
- **Requirement:** Submit installation inspection photos, promote press release, hold Fitness Court® press launch event & ribbon cutting
- **Deadline: November 28, 2022**



Trent Matthias, Director
National Fitness Campaign

David Orr, City Manager
Texarkana, TX

It is noted by the National Fitness Campaign and the municipality, school or organization listed above that this document in no way constitutes a binding agreement, or requirement to proceed with the NFC Program at any time. Formal commitment occurs upon receipt of complete local match funding by the program awardee, with submission of Funding Confirmation Documentation to National Fitness Campaign.

Attachment: 2022-005 ATTH 01 TRAPS - Texarkana - 2022 NOA Grant Program Requirements (2) (3621 : 2022-005 ORD Amending Budget for

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☑ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☐ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☑ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐	Newspaper Notice (Required by Statute)	☐	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☑	None Required	☐	

Other:

Attachment: 2022-005 Goals & Perspectives (3621 : 2022-005 ORD Amending Budget for National Fitness Campaign Grant)

ORDINANCE NO. 2022-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED REVENUE AND EXPENDITURES FOR THE NATIONAL FITNESS CAMPAIGN GRANT FUND (FUND 244) FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022, ADDING THE AMOUNT OF THIRTY THOUSAND DOLLARS ($30,000); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, was awarded **THIRTY THOUSAND DOLLARS ($30,000)** in funding from the Texas Recreation & Park Society and the National Fitness Campaign Grant Committee; and

WHEREAS, these funds are not currently included in the budget for the National Fitness Campaign Grant Fund (Fund 244) for the fiscal year ending September 30, 2022; and

WHEREAS, City staff recommends amending the budget estimate of the City's revenues and expenditures for the fiscal year beginning October 1, 2021, and ending September 30, 2022, to include the additional funding in the National Fitness Campaign Grant Fund (Fund 244).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the budget estimate of the revenue and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2021, and ending September 30, 2022, be amended to reflect additional revenue and expenditures appropriated of **THIRTY THOUSAND DOLLARS ($30,000)** added to the National Fitness Campaign Grant Fund (Fund 244).

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **24th day of January, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:32 p.m.

Attachment: 2022-005 ORD Natl Fitness Campaign grant signed (3621 : 2022-005 ORD Amending Budget for National Fitness Campaign Grant)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 1/21/2022 9:49 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-008 granting a Specific Use Permit to allow the location of a single-wide HUD code manufactured home on Lot 3, Block 17, Grandview Addition, located at 4007 Findley Street. Franklin D. Coleman, owner.		

Briefing: 2/14/2022 **Public Hearing:** 2/14/2022 **Council Vote:** 2/14/2022

Item Schedule

Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Franklin Coleman, owner, for a Specific Use Permit to allow the location of a single wide HUD code manufactured home as a residence on Lot 3, Block 17, Grandview Addition, located at 4007 Findley Street. The residence shown on the map was demolished and the property is currently vacant land.

The adjacent zoning is Single Family-2 to the north, and Single Family-3 to the south, east, and west. The adjacent land use is vacant land to the north, south and west, and a residence to the east.

The Future Land Use Map designates this property as “Neighborhood Residential”.

The City’s Zoning Ordinance was amended to comply with the state law in 2002, requiring that all manufactured housing be HUD code building standard. This amendment also stipulated that all HUD code manufactured homes inside the city limits be placed in the Single Family-3 zoning district along with the approval of a Specific Use Permit.

Staff recommends for approval of this request with the following stipulations:

1. That one 2020 or newer single wide HUD code manufactured home be allowed on this property.
2. That the single wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the single wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner’s responsibility to renew this permit.

5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

All notification and application requirements have been met to consider this request.

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

January 4, 2022

Attachments

a. 2022-008 ORD SUP at 4007 Findley St (DOCX)
b. 2022-008 ATTH 01 (Maps) (PDF)
c. 2022-008 ATTH 02 (Floor Plan and Photo) (PDF)
d. 2022-008 Goals & Perspectives (DOCX)
e. 2022-008 ORD SUP HUD Manf. Home 4007 Findley signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	01/21/2022 8:20 AM
City Manager	David Orr	Reviewer	Completed	01/21/2022 1:06 PM
City Council	Jennifer Evans	Meeting	Completed	01/24/2022 6:00 PM

Meeting History

ORDINANCE NO. 2022-008 S-748

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-748 TO ALLOW THE LOCATION OF A SINGLE-WIDE HUD CODE MANUFACTURED HOME ON LOT 3, BLOCK 17, GRANDVIEW ADDITION, LOCATED AT 4007 FINDLEY STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a single-wide HUD Code manufactured home on **Lot 3, Block 17, Grandview Addition, located at 4007 Findley Street**, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a single-wide HUD Code manufactured home** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit No. S-748** for the location of a single-wide HUD Code manufactured home on **Lot 3, Block 17, Grandview Addition, located at 4007 Findley Street**, in the City of Texarkana, Bowie County, Texas.

Attachment: 2022-008 ORD SUP at 4007 Findley St (3624 : 2022-008 ORD granting SUP for HUD code manufactured home at 4007 Findley St)

SECTION 2: That the following stipulations are hereby imposed and made a part of this ordinance:

1. That one 2020 or newer single-wide HUD code manufactured home be allowed on this property.
2. That the single-wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the single-wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **14th day of February, 2022.**

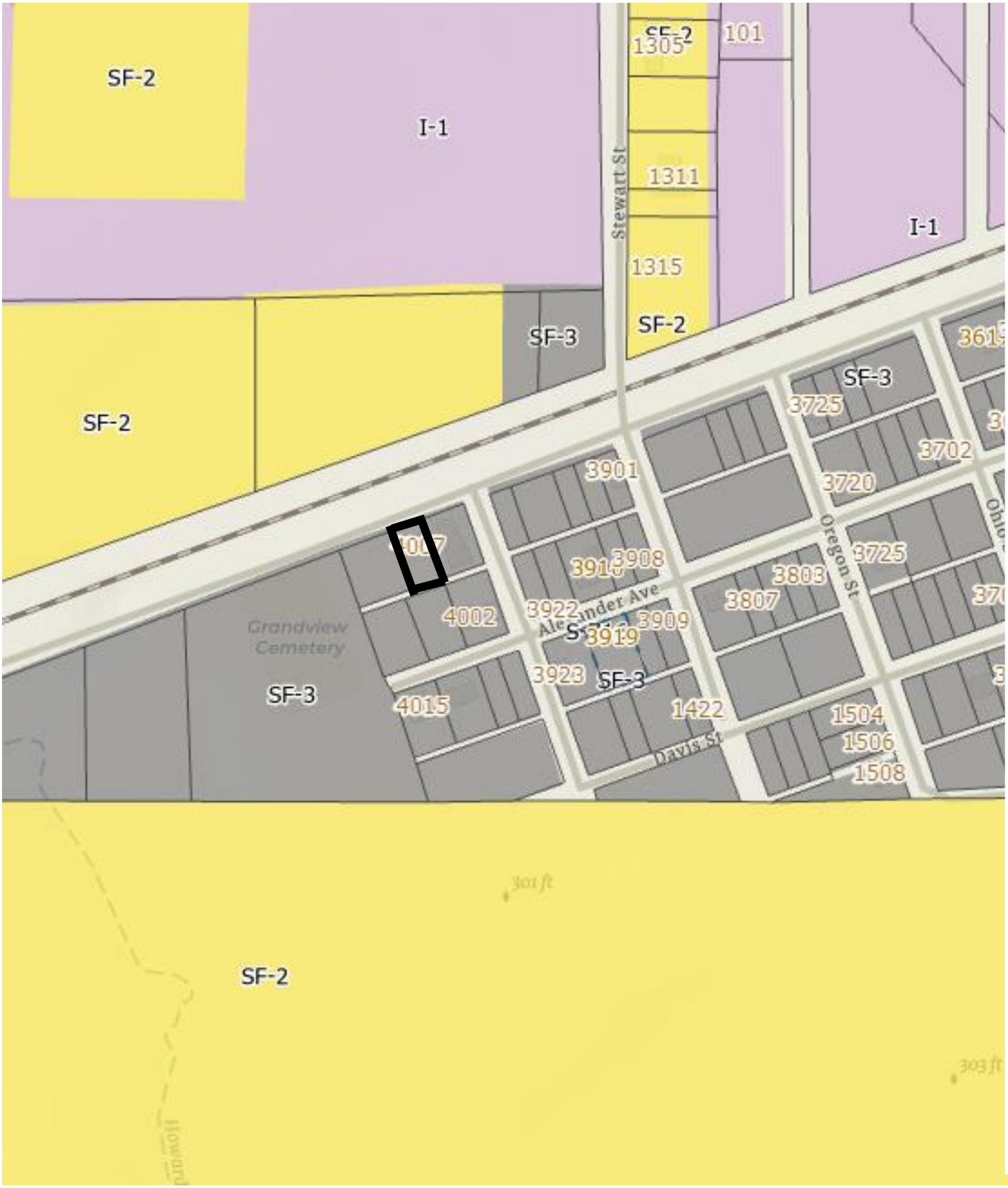
ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-008 ORD SUP at 4007 Findley St (3624 : 2022-008 ORD granting SUP for HUD code manufactured home at 4007 Findley St)

4007 Findley Street



Attachment: 2022-008 ATTH 01 (Maps) (3624 : 2022-008 ORD granting SUP for HUD code manufactured home at 4007 Findley St)

4007 Findley Street



Attachment: 2022-008 ATTH 01 (Maps) (3624 : 2022-008 ORD granting SUP for HUD code manufactured home at 4007 Findley St)

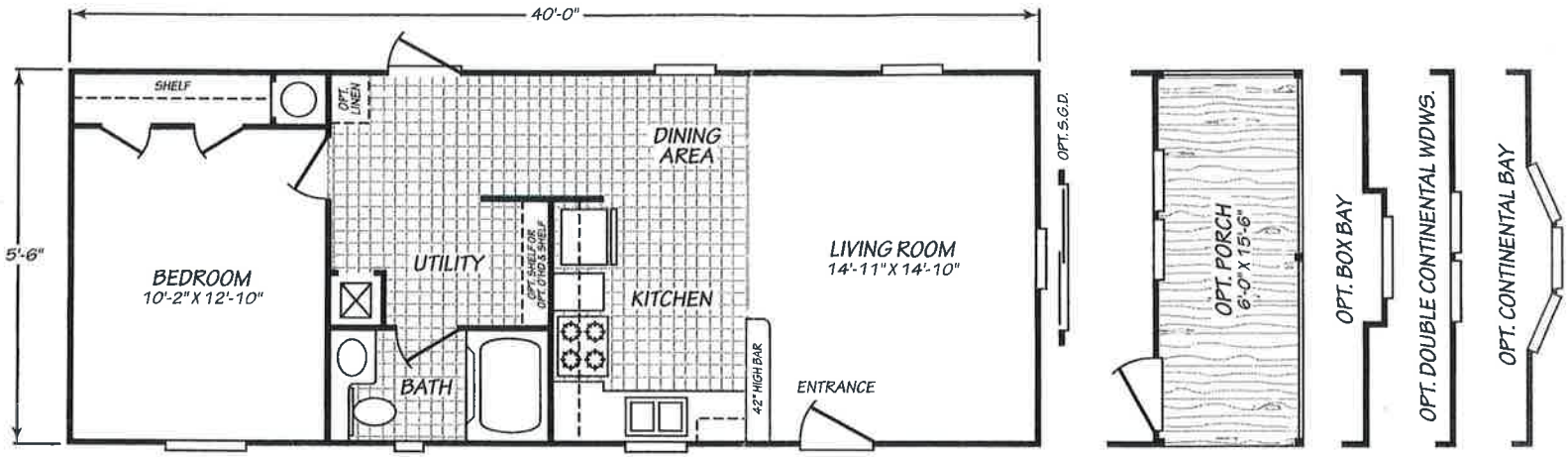
Fleetwood HOMES

www.fleetwoodhomes.com

WESTON

2022-008 ATTH 02

S-748



MODEL 16401X

1 Bedroom • 1 Bath • 620 Square Feet



©2020 FLEETWOOD HOMES INC. ALL RIGHTS RESERVED

Important: Because we continually update and modify our products, it is important for you to know that our brochures and literature are for illustrative purposes only. **ILLUSTRATIONS MAY SHOW OPTIONAL FEATURES.** All information contained herein may vary from the actual home we build. Dimensions are nominal length and width measurements are from exterior wall to exterior wall. We reserve the right to make changes at any time, without notice or obligation, in prices, colors, materials, specifications, features and models. Please check with your retailer for specific information about the home you select.

Manufactured Housing Institute MHI MANUFACTURER OF THE YEAR 7 YEARS 2010-2016

WE 240/APR20
PFS APPROVAL 5/16/19

Attachment: 2022-008 ATTH 02 (Floor Plan and Photo) (3624 : 2022-008 ORD granting SUP for HUD code

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☑ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☑ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☑ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐	Newspaper Notice (Required by Statute)	☐	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☑	None Required	☐	

Other:

Attachment: 2022-008 Goals & Perspectives (3624 : 2022-008 ORD granting SUP for HUD code manufactured home at 4007 Findley St)

ORDINANCE NO. 2022-008 S-748

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-748 TO ALLOW THE LOCATION OF A SINGLE-WIDE HUD CODE MANUFACTURED HOME ON LOT 3, BLOCK 17, GRANDVIEW ADDITION, LOCATED AT 4007 FINDLEY STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a single-wide HUD Code manufactured home on **Lot 3, Block 17, Grandview Addition, located at 4007 Findley Street**, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a single-wide HUD Code manufactured home** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit No. S-748** for the location of a single-wide HUD Code manufactured home on **Lot 3, Block 17, Grandview Addition, located at 4007 Findley Street**, in the City of Texarkana, Bowie County, Texas.

Attachment: 2022-008 ORD SUP HUD Manf. Home 4007 Findley signed (3624 : 2022-008 ORD granting SUP for HUD code manufactured home

SECTION 2: That the following stipulations are hereby imposed and made a part of this ordinance:

1. That one 2020 or newer single-wide HUD code manufactured home be allowed on this property.
2. That the single-wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the single-wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **14th day of February, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

7:18 p.m.

Attachment: 2022-008 ORD SUP HUD Manf. Home 4007 Findley signed (3624 : 2022-008 ORD granting SUP for HUD code manufactured home

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 1/21/2022 9:50 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-009 approving an amendment to PD-20-5(GR) for site plan approval on a 2.206-acre tract of land (being Tract 65A) in the John A. Talbot HRS, A-564, located at 5609 Richmond Rd. Don Robertson, owner.		

Briefing: 2/14/2022 **Public Hearing:** 2/14/2022 **Council Vote:** 2/14/2022

Item Schedule

Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

During the permitting process a different set of plans was provided to the City of Texarkana, Texas Inspections Department. Therefore, a new request for site plan approval was submitted.

Executive Summary and Background Information:

This is a request for site plan approval by Don Robertson, owner, requesting a site plan approval on a 2.206-acre tract of land in the John A. Talbot HRS, A-564, located at 5609 Richmond Road. This property was previously vacant land.

The adjacent zoning is Single Family-1 north, office to the west, Planned Development-General Retail to the south and general retail to the east. The adjacent land use is vacant land to the north and west, office to the south and retail and office to the east.

This application was previously presented before the Planning and Zoning Commission by Kirk Patton and Don Robertson on October 5, 2020 and was approved with the following stipulations as well as the attached site plan:

1. Construction of a new 3,320 sq. ft. building.
2. Façade will be painted CMU block.
3. Access will be from Richmond Road and will require TXDOT approval.
4. A cross access agreement is recommended.
5. 22 vacuuming parking spaces including one (1) handicapped space and 3 employee parking spaces.
6. A monument style sign not to exceed 96 sq. ft. in overall size to be located at the entrance off Richmond Road. No CEVMS.
7. A 73.42 sq. ft. wall sign on the building.

The contractor on behalf of Don Robertson was issued a building permit on May 13, 2021. During the permitting process a different set of plans was provided to the City of Texarkana, Texas Inspections Department. Therefore, a new request for site plan approval has been submitted for approval with the following stipulations:

1. Construction of a new 3,320 sq. ft. building.
2. Façade will be painted CMU block.
3. Access will be from Richmond Road and will require TXDOT approval.
4. A cross access agreement is recommended.
5. 20 vacuuming parking spaces including one (1) handicapped space and 3 employee parking spaces.
6. A monument style sign not to exceed 96 sq. ft. in overall size to be located at the entrance off Richmond Road. No CEVMS.
7. A 73.42 sq. ft. wall sign on the building.

Site plan approvals are attached to City Ordinances for record. Since the building location was moved, approval by the Planning and Zoning Commission is required. Staff recommends for approval of the site plan.

The applicant should also be aware that if this site plan approval item is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

All notification and application requirements have been met to consider this request.

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

January 4, 2022

Attachments

a. 2022-009 ORD Amendment to PD-20-5 (GR) for site plan approval 5609 Richmond (DOCX)
b. 2022-009 EXH 'A' (Site Plan)(PDF)
c. 2022-009 EXH 'B' (Legal Description) (PDF)
d. 2022-009 ATTH 01 (Maps) (PDF)
e. 2022-009 ATTH 02 (Elevations) (PDF)
f. 2022-009 ATTH 03 (Signs) (PDF)
g. 2022-009 Goals & Perspectives (DOCX)
h. 2022-009 ORD SUP 5609 Richmond signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	01/21/2022 8:20 AM
City Manager	Vicky Coopwood	Reviewer	Completed	01/21/2022 2:52 PM
City Council	Jennifer Evans	Meeting	Completed	01/24/2022 6:00 PM

Meeting History

Attachment: 2022-009 ORD Amendment to PD-20-5 (GR) for site plan approval 5609 Richmond (3625 : 2022-009 ORD approving Amendment to

Amendment to
PD-20-5(GR)

ORDINANCE NO. 2022-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-20-5(GR) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 2.206-ACRE TRACT OF LAND (BEING TRACT 65A), JOHN A. TALBOT HRS, A-564, LOCATED AT 5609 RICHMOND ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') on an approximate 2.206-acre tract of land (being Tract 65A), John A. Talbot HRS, A-564, described and depicted in (Exhibit 'B'), located at 5609 Richmond Road** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-20-5(GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-20-5(GR); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-General Retail; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The site plan (**Exhibit 'A') for an approximate 2.206-acre tract of land (being Tract 65A), John A. Talbot HRS, A-564, as described and depicted in (Exhibit 'B'), located**

at 5609 Richmond Road in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-20-5(GR).

SECTION 2: PD-20-5(GR) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes and includes the following:

1. Construction of a new 3,320 sq. ft. building.
2. Façade will be painted CMU block.
3. Access will be from Richmond Road and will require TxDOT approval.
4. A cross access agreement is recommended.
5. Twenty vacuuming parking spaces including one (1) handicapped space and three 3 employee parking spaces.
6. A monument style sign not to exceed 96 sq. ft. in overall size to be located at the entrance off Richmond Road. No CEVMS.
7. A 73.42 sq. ft. wall sign on the building.

SECTION 3: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **14th day of February, 2022.**

ATTEST:

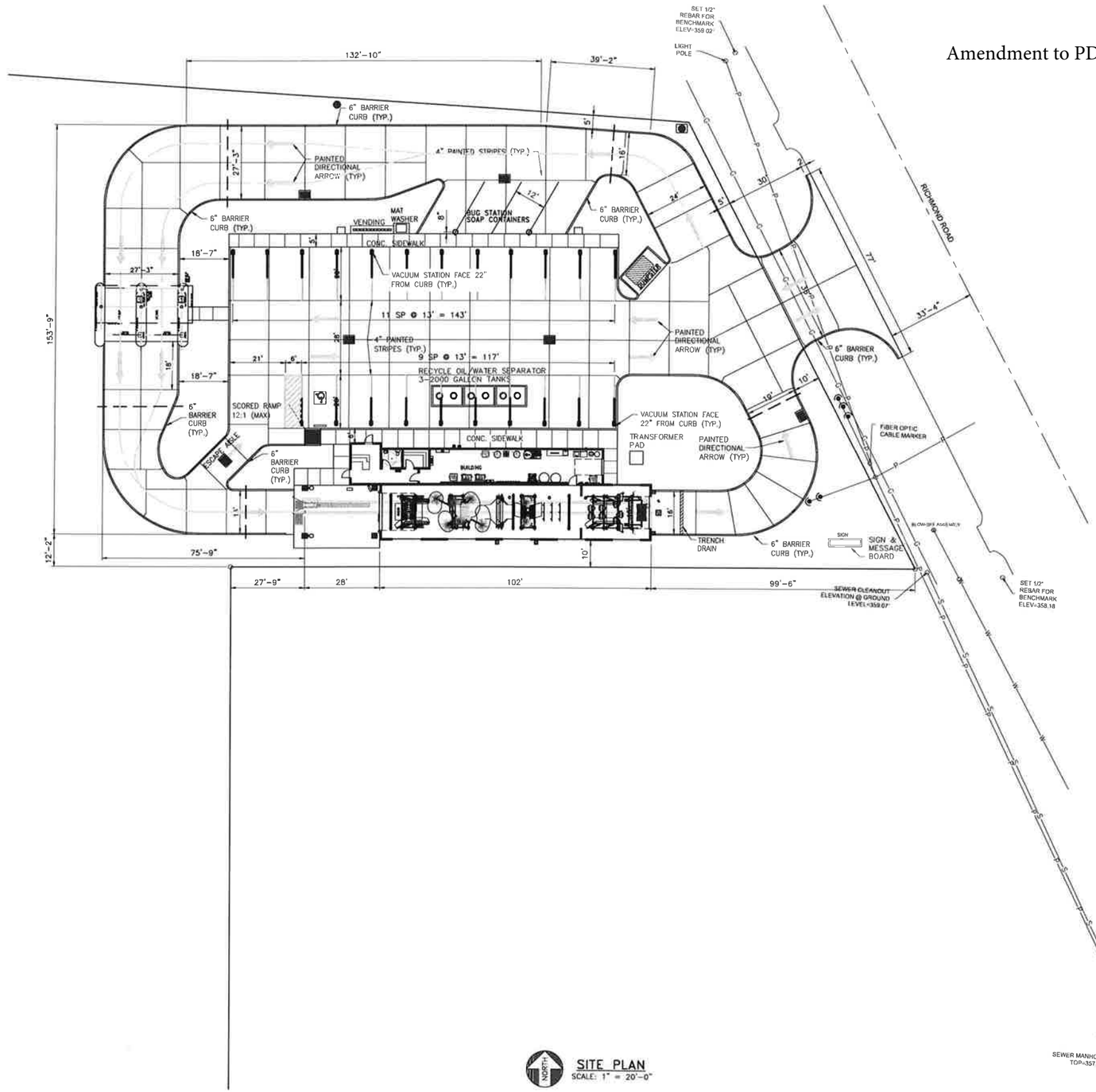
JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-009 ORD Amendment to PD-20-5 (GR) for site plan approval 5609 Richmond (3625 : 2022-009 ORD approving Amendment to

2022-009 EXH 'A'

Amendment to PD-20-5 (GR)



NORTH

SITE PLAN
SCALE: 1" = 20'-0"

GENERAL SITE GRADING NOTES:

1. THE FINISHED FLOOR SHALL BE A MINIMUM 2'-0" ABOVE THE EXISTING SITE GRADE AT THE BUILDING.
2. ALL SELECT FILL MATERIAL TO BE FREE OF ORIGINAL MATERIALS AND SHALL BE COMPACTED. SELECT MATERIAL SHALL HAVE A PI < 15 AND SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY.
3. SITE TO BE GRADED BY CONTRACTOR TO DRAIN AWAY FROM BUILDING.
4. TOP SOIL TO BE STOCKPILED ONSITE AND SPREAD OVER SLOPES UPON COMPLETION OF GRADING.
5. ALL EXCESS EXCAVATED MATERIAL TO BE SPREAD ONSITE IN A MANNER NOT TO BLOCK DRAINAGE PATTERNS AS DIRECT BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
6. ALL DISTURBED AREAS OF THE SITE SHALL BE SEEDED AND FERTILIZED.

FLAG POLE:

THE FLAGPOLE IS TO BE OWNER SUPPLIED AND INSTALLED BY THE GENERAL CONTRACTOR. FIELD LOCATE PER OWNER'S REPRESENTAIVE DIRECTION.

SIGNAGE NOTES:

THE CONTRACTOR SHALL COORDINATE THE ELECTRICAL INSTALLATION FOR ALL SIGNS INCLUDING PROVIDING CONDUITS AND CONDUCTORS TO EACH SIGN LOCATION – DIRECTIONAL AND ADVERTISEMENT SIGNAGE. THE CONTRACTOR SHALL INSTALL ALL DIRECTIONAL SIGNS. ADVERTISEMENT SIGNS SHALL BE INSTALLED BY SIGN COMPANY BY OWNER. THE CONTRACTOR COORDINATE HIS WORK WITH THE SIGN COMPANY AND THE OWNER'S REPRESENTATIVE.

IRRIGATION NOTES:

THE CONTRACTOR SHALL COORDINATE THE IRRIGATION SYSTEM INSTALLATION AND PROVIDE SIX (6) – 3" PVC CONDUITS EXTENDING 2' PAST THE DRIVEWAY WIDTH. WATER SUPPLY TO BE ROUTED TO THE BUILDING AS DIRECTED BY THE OWNER'S REPRESENTATIVE AND IRRIGATION CONTRACTOR.

WATER SUPPLY:

CARWASH WATER SUPPLY SHALL BE 165 GPM @ 40 PSI (MINIMUM).

UTILITY NOTES:

1. CONTRACTOR TO NOTIFY ENGINEER, OWNER'S REPRESENTATIVE, AND THE CITY OF TEXARKANA DEPARTMENT OF PUBLIC WORKS PRIOR TO COMMENCING WORK ON UTILITY INSTALLATION 48 HOURS IN ADVANCE.
2. CONTRACTOR TO LOCATE AND EXPOSE EXISTING UTILITIES FOR INSPECTION. ELEVATIONS ARE TO BE DETERMINED TO INSURE PROPER CONNECTION OF THE NEW FACILITIES.
3. REFER TO ARCHITECTURAL AND EQUIPMENT DRAWINGS FOR UTILITY TIES INSIDE BUILDING, AND COORDINATE ROUTING AS REQUIRED TO INSURE PROPER TIE IN.
4. THE CONTRACTOR SHALL SUPPLY AND INSTALL BACKFLOW PREVENTORS FOR EACH WATER SUPPLY TO THE PROPOSED FACILITY – ONE 1" ASSEMBLY AND ONE 2½" ASSEMBLY, LOCATE PER THE CITY OF TEXARKANA DEPARTMENT OF PUBLIC WORKS 10, AND THE OWNER'S REPRESENTATIVE, EACH SHALL BE A COMPLETE INSTALLATION PER THE TEXAS PLUMBING CODE AND SHALL BE PROVIDED WITH INSULATED FIBERGLASS COVERS TO PREVENT FREEZING.
5. MAINTAIN A MINIMUM OF 36" OF COVER ABOVE ANY EXISTING TEXARKANA WATER UTILITIES MAINS – WATER AND SANITARY SEWER.
6. ALL WATER AND SEWER TAPS ARE TO BE MADE BY A UTILITY CONTRACTOR UNDER THE SUPERVISION OF THE GENERAL CONTRACTOR WITH TWU INSPECTORS ONSITE. ANY MAIN DAMAGED AS THE RESULT OF TAPPING SHALL BE REPAIRED TO THE SATISFACTION OF TEXARKANA WATER UTILITIES AT NO COST TO TWU.

FOUNDATION NOTES:

1. FOUNDATIONS ARE DESIGNED FOR AN ALLOWABLE GROSS BEARING PRESSURE OF 2000 PSF, FOR FOOTING FOUNDED APPROXIMATELY 2 FEET BELOW FINAL GRADE. CONTRACTOR TO VERIFY BEARING CAPACITY OF SOIL.
2. PROTECT PIPES & CONDUITS RUNNING THROUGH WALLS & SLABS WITH 1/2 INCH EXPANSION MATERIAL. LOWER CONTINUOUS FOOTINGS & GRADE BEAMS PERPENDICULAR TO PIPE RUNS TO ALLOW PIPES TO PASS ABOVE THE FOOTINGS OR THROUGH THE GRADE BEAMS. ALTERNATIVELY, PROVIDE A CONCRETE JACKET IF PIPES ARE LOW ENOUGH TO BE PLACED BELOW THE FOOTINGS & GRADE BEAMS. LOWER FOOTINGS & GRADE BEAMS PARALLEL TO PIPE RUNS TO AVOID SURCHARGE ONTO ADJACENT TRENCH EXCAVATIONS.
3. MAINTAIN SUBGRADE & FILL MOISTURE CONTENT UNTIL FOUNDATIONS ARE PLACED PER GEO.
4. ARRANGE FOR OWNER'S INDEPENDENT TESTING AGENCY TO MONITOR CUT & FILL OPERATIONS & PERFORM FIELD DENSITY & MOISTURE CONTENT TESTS TO VERIFY COMPACTION & APPROVE FOOTING SUBGRADES PRIOR TO PLACING CONCRETE.
5. DO NOT PLACE FOOTINGS OR SLABS AGAINST SUBGRADE CONTAINING FREE WATER, FROST, OR ICE.
6. MAINTAIN PROPER SITE DRAINAGE DURING CONSTRUCTION TO ENSURE SURFACE RUNOFF AWAY FROM STRUCTURES & TO PREVENT PONDING OF SURFACE RUNOFF NEAR THE STRUCTURES.
7. KEEP OPEN EXCAVATIONS AROUND BUILDING PERIMETER DRY. BACK FILL AGAINST FOUNDATIONS & GRADE BEAMS AS SOON AS PRACTICAL. PUMP WATER OUT & DRY OPEN EXCAVATIONS, IF FLOODED PRIOR TO BACKFILLING.

BUILDING PAD PREPARATION NOTES:

1. THE AREAS TO RECEIVE SELECT FILL SHALL BE STRIPPED OF ALL VEGETATION, EXISTING FILL, & SOFT OR DISTURBED SOILS. THE EXCAVATED AREA SHALL BE OBSERVED BY THE SOILS ENGINEER PRIOR TO PLACING DENSITY–CONTROLLED SELECT CLAYEY FILL.
2. ENTIRE SITE SHALL BE PROOF ROLLED WITH FULLY LOADED TANDEM AXLE DUMP TRUCK. ALL AREAS THAT ARE OBSERVED TO RUT OR DEFLECT SHALL BE REMOVED, BACKFILLED WITH SELECT MATERIAL WITH A PI ≤15, AND COMPACTED TO 95% DENSITY STD PROCTOR.
3. THE EXPOSED GRADE SHALL BE SCARIFIED TO A DEPTH OF 12 INCHES, MOISTENED TO A CONTENT OF –2 TO +4 PERCENT OF OPTIMUM & RECOMPACTED TO A MINIMUM OF 95% OF THE ASTM D–698.
4. SELECT FILL, CONSISTING OF SOIL APPROVED BY A SOILS ENGINEER, SHALL BE PLACED IN COMPACTED LAYERS WITH SUITABLE COMPACTION EQUIPMENT.
5. ANY TRASH & DEBRIS IN THE EXISTING FILL SHALL BE REMOVED DURING GRADING. ANY IMPORTED FILL SHALL BE OBSERVED BY THE SOILS ENGINEER PRIOR TO USE IN FILL AREAS.
6. PLACE SUBSEQUENT LIFTS OF SELECT FILL IN THIN HORIZONTAL LAYERS NOT EXCEEDING EIGHT INCHES ON LOOSE THICKNESS & COMPACT EACH LIFT TO AT LEAST 95% OF ASTM D–698. MAINTAIN MOISTURE WITHIN TWO PERCENT BELOW TO FOUR PERCENT ABOVE THE THEORETICAL OPTIMUM.
7. FIELD OBSERVATION & TESTING SHALL BE PERFORMED BY THE SOILS ENGINEER DURING GRADING TO ASSIST THE CONTRACTOR IN OBTAINING THE REQUIRED DEGREE OF COMPACTION & THE PROPER MOISTURE CONTENT. WHERE COMPACTION IS LESS THAN REQUIRED, ADDITIONAL COMPACTIVE EFFORT SHALL BE MADE WITH ADJUSTMENT OF THE MOISTURE CONTENT, AS NECESSARY, UNTIL 95% COMPACTION IS OBTAINED.
8. FINE GRAINED, LOW COHESION SOILS OF THE TYPE SPECIFIED FOR SELECT FILL MAY BE COMPACTED USING RUBBER–TIRED, AND/OR PNEUMATIC ROLLERS, & STRICT MOISTURE CONTROL.
9. VEGETATION OR ASSOCIATED ROOT SYSTEM LOCATED WITHIN THE AREA TO BE GRADED SHALL BE REMOVED DURING GRADING. ANY EXISTING OR ABANDONED UTILITIES LOCATED WITHIN THE AREA SHALL BE REMOVED OR RELOCATED. ALL FILL MATERIALS & DISTURBED SOILS RESULTING FROM GRADING OPERATIONS SHOULD BE REMOVED & PROPERLY RECOMPACTED PRIOR TO FOUNDATION EXCAVATION.

SELECT FILL SHALL CONSIST OF HOMOGENOUS SOILS FREE OF ORGANIC MATTER & DEBRIS, OR ROCK LARGER THAN SIX INCHES IN DIAMETER, & POSSESSING A PLASTICITY INDEX BETWEEN FOUR & FIFTEEN WITH A MAXIMUM LIQUID LIMIT OF 36. THE MATERIAL SHALL BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEOTECHNICAL REPORT SUBGRADE PREPARATION & VERIFIED IN THE FOLLOWING MANNER:

CONDUCT IN–PLACE DENSITY TESTS AT THE RATE OF ONE TEST PER 2,500 SQUARE FEET FOR EACH LIFT.

CONFIRM SUITABILITY BY ATTERBURG LIMIT TESTS AT THE RATE OF ONE TEST PER 500 CUBIC YDS.

THE SOURCE OF SELECT FILL IS UNKNOWN. ALLOW AT LEAST THREE DAYS FOR PROPER TESTING OF POTENTIAL BORROW AREAS. VERIFY SUITABILITY PRIOR TO PLACEMENT ON SITE.

UTILITY WARNING:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR/ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR/ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR/ENGINEER HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES.

UTILITY PROVIDERS

ELECTRICITY	–	SWEPCO
NATURAL GAS	–	NOT REQUIRED
WATER	–	CITY OF TEXARKANA, TEXAS
SANITARY SEWER	–	CITY OF TEXARKANA, TEXAS
TELECOMMUNICATIONS	–	AT&T

STATE OF TEXAS
89734
LICENSED
PROFESSIONAL ENGINEER

REV 10/20/2021

DAVID LANE BEAIRD & ASSOCIATES, INC.
CIVIL & STRUCTURAL ENGINEERS PLANNING PROJECT MANAGEMENT
105 COMMERCIAL PARKWAY, WEST MONROE, LOUISIANA 71292 (318) 388-3227
TEXAS FIRM NO. 4748

TEXARKANA, TEXAS

ROCKETFAST CARWASH

DON ROBERTSON

SITE PLAN

DATE: 7/27/20

SP1.0

JOB No. 200709

Attachment: 2022-009 EXH 'A' (Site Plan) (3625 : 2022-009 ORD approving Amendment to PD-20-5(GR) site plan approval at 5609 Richmond Rd)

2022-009 EXH'B'

PD-20-5 (GR)

Property Description
2.206 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the John A. Talbot Headright Survey, Abstract 564, Bowie County, Texas, being part of that certain tract of land described as 3.563 acres in the deed from Patton, Haltom, Roberts, McWilliams & Greer, LLP to PHRMG Developers, dated February 21, 2000, recorded in Volume 3221, Page 189 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod (control monument), capped LONNIE PACE – PLS 1573 TX, found for a corner, the Northeast corner of the said 3.563 acre tract, lying in the South line of that certain tract of land described as 58.95 acres in the deed from Regions Bank, f/k/a The State First National Bank of Texarkana, to Martha Louise Arnold Stilwell (1/10th interest), dated July 27, 2011, recorded in Volume 6120, Page 299 of the Real Property Records of Bowie County, Texas, that certain tract of land described as 58.95 acres in the deed from Thomas H. Arnold, as Independent Executor of the estate of Lewis H. Arnold, to Martha Louise Arnold Stilwell (1/10th interest), dated July 21, 2011, recorded in Volume 6120, Page 302 of the Real Property Records of Bowie County, Texas, that certain tract of land described as Tract No. 5, with 58.95 acres in the deed from Josh R. Morriss, Jr. and Martha W. Morriss, to the Josh R. Morriss, Jr. Family Limited Partnership (4/5th interest), dated December 29, 1997, recorded in Volume 2772, Page 166 of the Real Property Records of Bowie County, Texas, same being that certain tract of land described as 58.95 acres in the deed from L. E. Kenney, et ux, to R. M. Morriss, Sr., et al, dated May 20, 1964, recorded in Volume 440, Page 220 of the Deed Records of Bowie County, Texas, and lying in the West right-of-way line of Farm-to-Market Road 559 (Richmond Road);

THENCE South 30 degrees 15 minutes 43 seconds East (basis of bearings) a distance of 188.16 feet along the East line of the said 3.563 acre tract, and the West right-of-way line of the said Richmond Road to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner;

THENCE South 87 degrees 00 minutes 01 seconds West a distance of 257.20 feet across the said 3.563 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner;

THENCE South 02 degrees 59 minutes 59 seconds East a distance of 213.98 feet across and through the said 3.563 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying in the South line of the said 3.563 acre tract, and the North right-of-way line of Moores Lane;

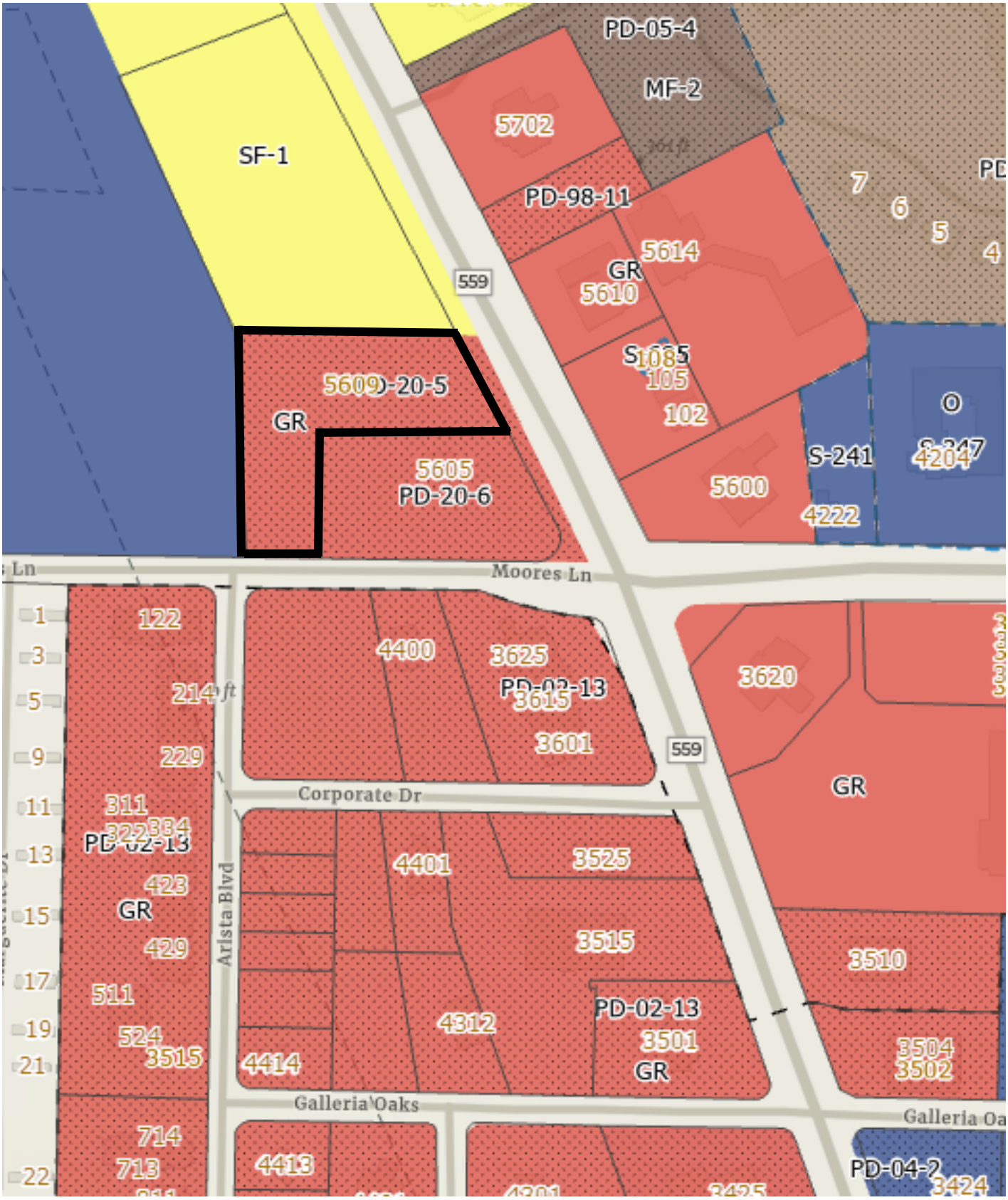
THENCE South 87 degrees 00 minutes 01 seconds West a distance of 127.08 feet along the South line of the said 3.563 acre tract and the North right-of-way line of the said Moores Lane to a 1 inch steel pipe (control monument) found for a corner, the Southwest corner of the said 3.563 acre tract, lying in the East line of the said 58.95 acre tract and the North right-of-way line of the said Moores Lane;

THENCE North 09 degrees 12 minutes 45 seconds West a distance of 406.72 feet along the West line of the said 3.563 acre tract, and the East line of the said 58.95 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, the Northwest corner of the said 3.563 acre tract, and an angle point of the said 58.95 acre tract;

THENCE South 89 degrees 08 minutes 16 seconds East a distance of 342.89 feet along the North line of the said 3.563 acre tract, the South line of the said 58.95 acre tract, and generally along a fence to the point of beginning, and containing 2.206 acres of land at the time of this survey.

Attachment: 2022-009 EXH 'B' (Legal Description) (3625 : 2022-009 ORD approving Amendment to PD-20-5(GR) site plan approval at 5609

5609 Richmond Rd.



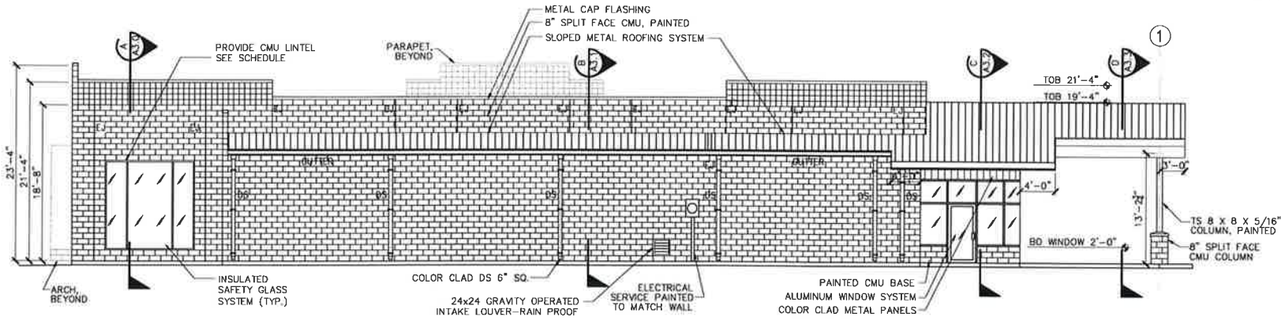
Attachment: 2022-009 ATTH 01 (Maps) (3625 : 2022-009 ORD approving Amendment to PD-20-5(GR) site plan approval at 5609 Richmond Rd)

5609 Richmond Rd.

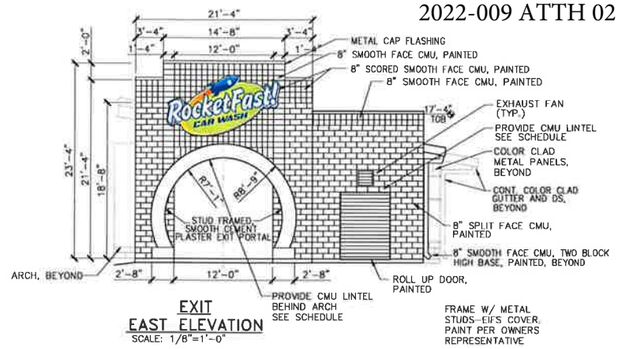


Attachment: 2022-009 ATTH 01 (Maps) (3625 : 2022-009 ORD approving Amendment to PD-20-5(GR) site plan approval at 5609 Richmond Rd)

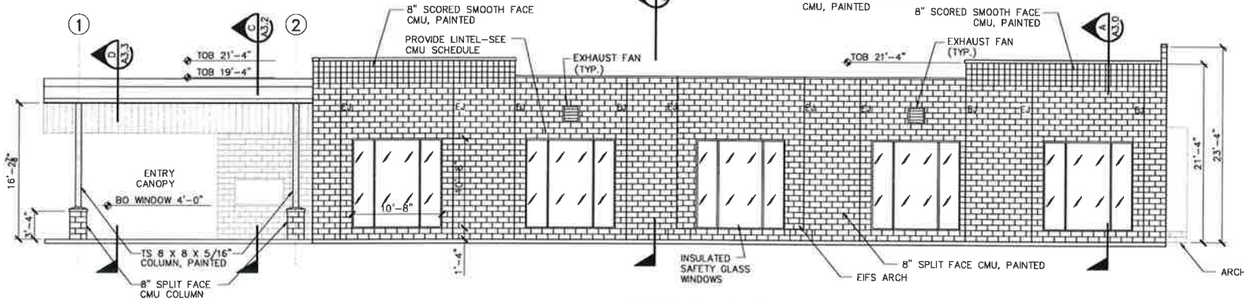
2022-009 ATTH 02



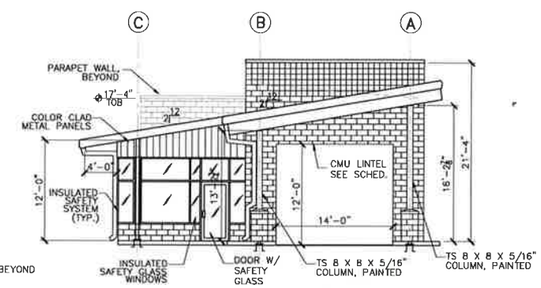
NORTH ELEVATION
SCALE: 1/8"=1'-0"



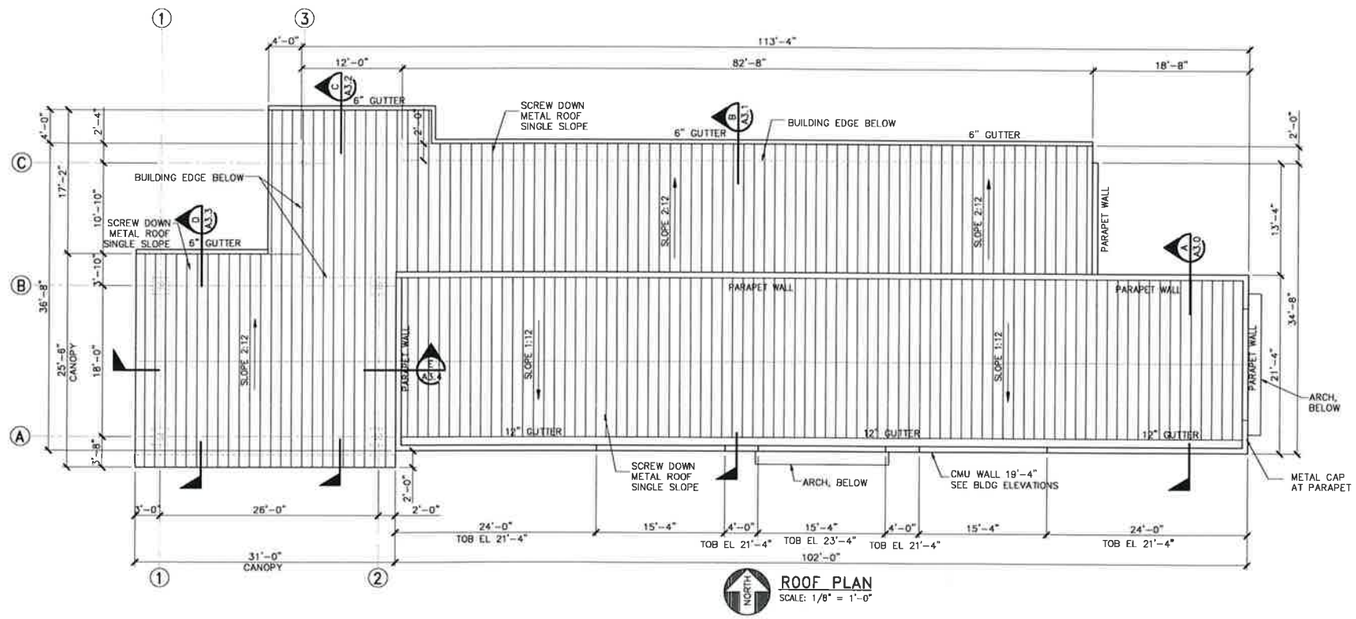
EXIT
EAST ELEVATION
SCALE: 1/8"=1'-0"



SOUTH ELEVATION
SCALE: 1/8"=1'-0"



ENTER
WEST ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8" = 1'-0"

NOTES:
BLOCK FINISHES-

INTERIOR OF WASH BAY: (SEAL ONLY)
BLOCK SEALER TO BE SHERWIN WILLIAMS KEM CATI-COAT HS FULL COVERAGE COAT.

ALL OTHER BLOCK AREAS:

BLOCK FILLER - SHERWIN WILLIAMS PREPRITE BLOCK FILLER, ONE COAT MIN. FULL COVERAGE. APPLY PER MANUFACTURES SPECIFICATIONS.

FINISH PAINT - SHERWIN WILLIAMS - A40D, TWO COAT FULL COVERAGE, APPLY PER MANUFACTURES SPECIFICATIONS.

FIELD BLOCK TO BE SPLIT FACE AND ALL OTHER BLOCK TO BE SMOOTH, PAINTED.

ROOF, TRIM, DS, FLASHING, ETC. TO BE COLOR CLAD, REGAL BLUE.

STORE FRONT SYSTEM - BRIGHT ALUMINUM FINISH

EXIT PORTAL CURVE TO BE SMOOTH CEMENT PLASTER OVER METAL STUD FRAMING. COLOR BY OWNER.

DAVID LANE BEAIRD & ASSOCIATES, INC.
CIVIL & STRUCTURAL ENGINEERS PLANNING PROJECT MANAGEMENT
100 COMMERCIAL PARK WEST, TEXARKANA, TEXAS 75501 (870) 772-7292 (318) 388-3227
email: Beaird@beairdengineering.com
TEXAS FIRM NO 4748

TEXARKANA, TEXAS

ROCKETFAST CARWASH

DON ROBERTSON

EXTERIOR ELEVATIONS

DATE: 7/27/20

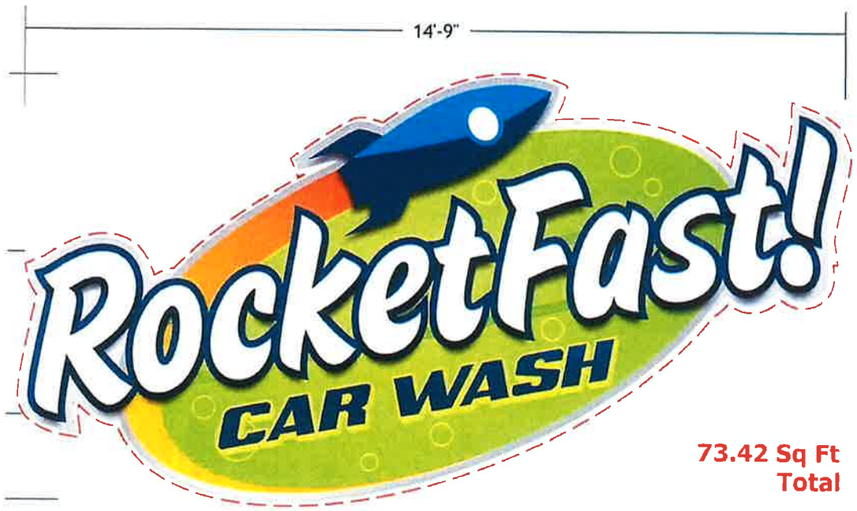
A2.0

JOB No. 200709

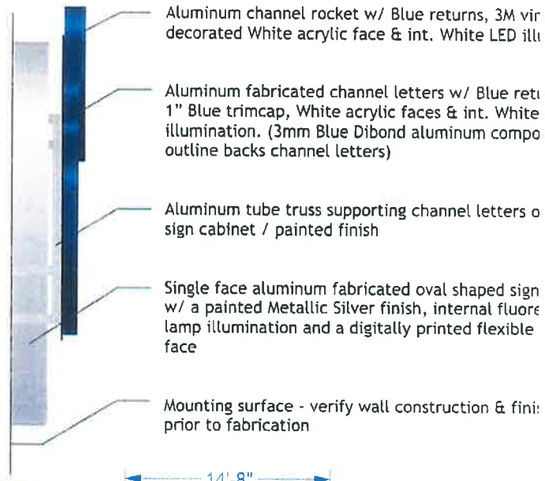
STATE OF TEXAS 89734 LICENSED PROFESSIONAL ENGINEER

REV 9/30/2021

Attachment: 2022-009 ATTH 02 (Elevations) (3625 : 2022-009 ORD approving Amendment to PD-20-5(GR) site plan approval at 5609 Richmond



73.42 Sq Ft Total



tall (1) s/f wall sign as shown above, onto building in customer designated area, as shown in detail right....

ast letters & rocket graphic are aluminum fabricated channels w/ Blue returns, White acrylic ayl decoration on rocket) and internal White LED illumination. Letters are mounted to a Dibond n composite outline and stand-off mounted over sign cabinet w/ an aluminum tube frame.

ped portion is an aluminum fabricated cabinet w/ a painted Metallic Silver finish, internal lamp ion and a digitally printed flexible face. This cabinet is flush mounted to wall surface.

ll construction and finish details will be needed along w/ dimension verification prior to any n fabrication.



1/8"=1'-0"

TED ON THIS PRINT MAY NOT MATCH THE PMS CHIP, VINYL OR PAINT COLORS EXACTLY. It is to be viewed as a color representation only.

SIGN LITE
Lighting the way to success!
1490 I-10 Service Rd. • Slidell, LA 70461
0)869-3804 • (985)649-3804 • f:(985)643-3758

Client: Rocket Fast Carwash, Corner of Pierremont Rd. & Southern Ave., Shreveport, LA
Project: S/F Wall Sign
Sales Rep.: B Rountree
Date: 05/25/2018
Bid No.:
Designer: K Snyder
Drawing No. / Pg No.: 05747A
Scale: 1/2"=1'-0"

120 v electrical unless noted otherwise
Approved by:
Approval date:

NOTES:
1. STRUCTURAL STEEL WILL BE ASTM-36.
2. STEEL LESS THAN 1/4" THICK WILL BE GALVANIZED.
3. ALL STRUCTURAL STEEL TO BE PAINTED W/ TWO COATS OF RUST INHIBITING PAINT UNLESS GALVANIZED.
4. ALL CONNECTIONS WILL BE 3/4" DIAMETER BOLTS UNLESS NOTED.
5. PLASTIC SIGN FACES TO BE FORMED OF SLOW BURNING MATERIALS.
6. COMPLETED SIGN WILL BEAR U.L. LABEL.
7. SIGN WILL BE LOCATED A MINIMUM OF 6" FROM BACK OF CURB.
8. BOTTOM OF SIGN WILL BE LOCATED A MINIMUM OF 9' ABOVE GRADE.
9. SIGN WILL BE FABRICATED & INSTALLED TO WITHSTAND A MIN. WIND LOAD OF 130 M.P.H. @ 3 SEC. GUSTS IN ACCORDANCE W/ 2009 I.B.C.

THESE PLAN
HAVE BEEN
UNDER MY
BEST OF MY
THEY CO
REQUIREMENT
ADMINIS

ot Duplicate. This concept and artwork is the exclusive property of Sign Lite, and is for the sole purpose of viewing by recipient. It is not to be released to outside parties. If no contact is initiated with Sign Lite, this concept and artwork
luplication and/or copying of these drawings in part or whole is prohibited. Any violation of these terms will result in penalties and prosecution under current copyright laws and/or be subject to full reimbursement of any and all associated design and production fees.

www.signlite.com • i

Attachment: 2022-009 ATTH 03 (Signs) (3625 : 2022-009 ORD approving Amendment to PD-20-5(GR) site plan approval at 5609 Richmond Rd)



RocketFast Carwash

File:	Rocket Fast Texarkana
Date:	7-21-21
Customer:	Rocket Fast
Location:	Texarkana TX

Customer Approval

Change As Noted

Notes:

This is an original, unpublished drawing. It is not to be reproduced, copied, or exhibited in any fashion without written permission from White Sign Company. This drawing may contain copyrighted designs furnished to White Sign Company by the customer, all other designs herein are the property of White Sign Company

© Copyright 2021

All electrical components will be UL approved, all wiring will comply with UL & NEC requirements.

Signs will bear the UL mark.

All signs will be engineered to meet or exceed local wind load requirements.

white sign
Main Office
3501 Stoneledge Dr.
Texarkana, TX 75503
903 280 7849
WHITESIGN.com

Attachment: 2022-009 ATTH 03 (Signs) (3625 : 2022-009 ORD approving Amendment to PD-20-5(GR) site plan approval at 5609 Richmond Rd)

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☑ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☑ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☑ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☑ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☑ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☑	Newspaper Notice (Required by Statute)	☑	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☑	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	

Other:

Attachment: 2022-009 Goals & Perspectives (3625 : 2022-009 ORD approving Amendment to PD-20-5(GR) site plan approval at 5609 Richmond

Amendment to
PD-20-5(GR)

ORDINANCE NO. 2022-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-20-5(GR) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 2.206-ACRE TRACT OF LAND (BEING TRACT 65A), JOHN A. TALBOT HRS, A-564, LOCATED AT 5609 RICHMOND ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') on an approximate 2.206-acre tract of land (being Tract 65A), John A. Talbot HRS, A-564, described and depicted in (Exhibit 'B'), located at 5609 Richmond Road** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-20-5(GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-20-5(GR); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-General Retail; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The site plan (**Exhibit 'A') for an approximate 2.206-acre tract of land (being Tract 65A), John A. Talbot HRS, A-564, as described and depicted in (Exhibit 'B'), located**

Attachment: 2022-009 ORD SUP 5609 Richmond signed (3625 : 2022-009 ORD approving Amendment to PD-20-5(GR) site plan approval at 5609

at 5609 Richmond Road in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-20-5(GR).

SECTION 2: PD-20-5(GR) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes and includes the following:

1. Construction of a new 3,320 sq. ft. building.
2. Façade will be painted CMU block.
3. Access will be from Richmond Road and will require TxDOT approval.
4. A cross access agreement is recommended.
5. Twenty vacuuming parking spaces including one (1) handicapped space and three 3 employee parking spaces.
6. A monument style sign not to exceed 96 sq. ft. in overall size to be located at the entrance off Richmond Road. No CEVMS.
7. A 73.42 sq. ft. wall sign on the building.

SECTION 3: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **14th day of February, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

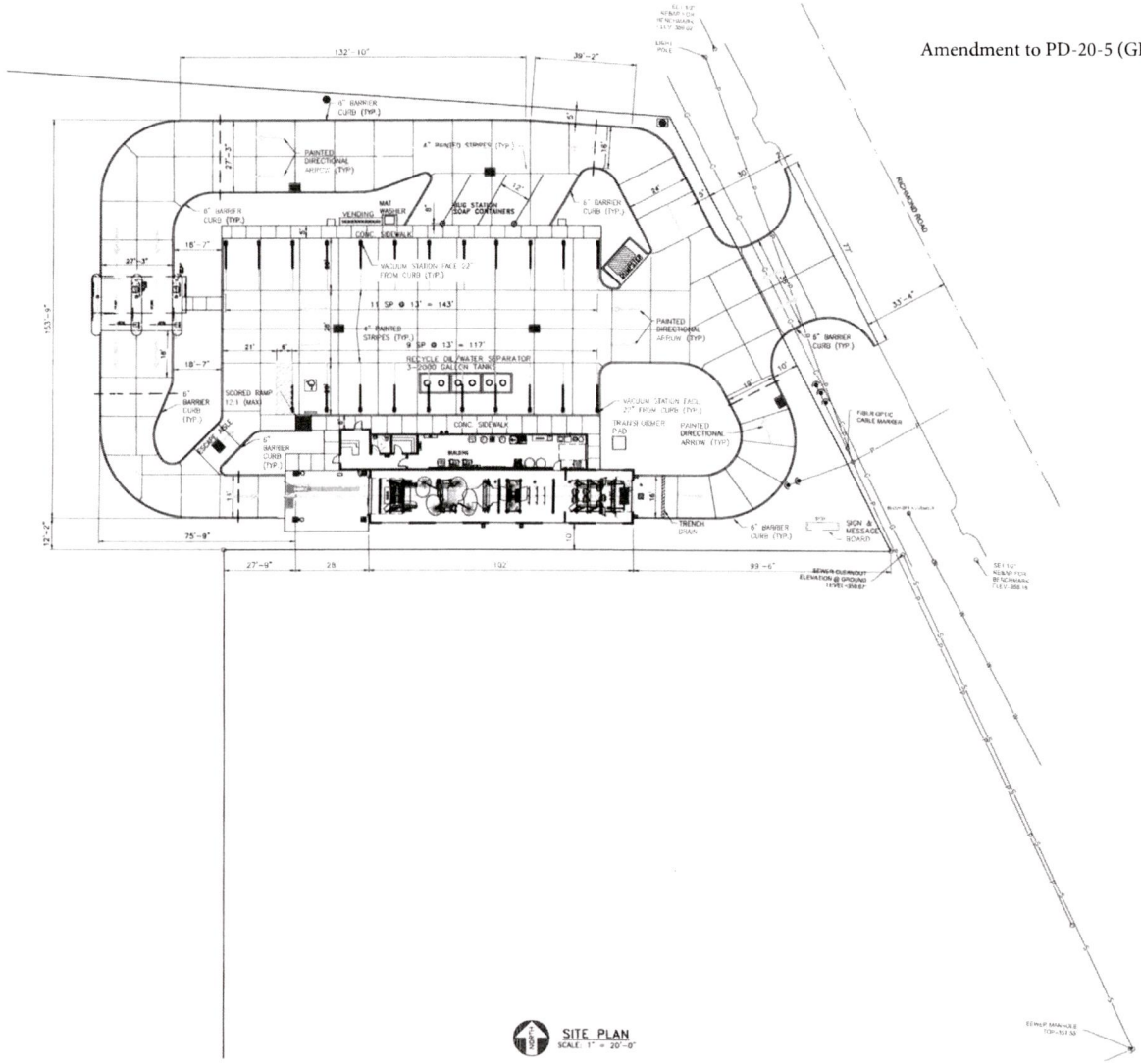
BOB BRUGGEMAN, MAYOR

7:19 p.m.

Attachment: 2022-009 ORD SUP 5609 Richmond signed (3625 : 2022-009 ORD approving Amendment to PD-20-5(GR) site plan approval at 5609

2022-009 EXH 'A'

Amendment to PD-20-5 (GR)



SITE PLAN
SCALE: 1" = 20'-0"

GENERAL SITE GRADING NOTES:

1. THE FINISHED FLOOR SHALL BE A MINIMUM 2'-0" ABOVE THE EXISTING SITE GRADE AT THE BUILDING.
2. ALL SELECT FILL MATERIAL TO BE FREE OF ORGANIC MATERIALS AND SHALL BE COMPACTED. SELECT MATERIAL SHALL HAVE A PI < 15 AND SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY.
3. SITE TO BE GRADED BY CONTRACTOR TO DRAIN AWAY FROM BUILDING.
4. TOP SOIL TO BE STOCKPILED ONSITE AND SPREAD OVER SLOPES UPON COMPLETION OF GRADING.
5. ALL EXCESS EXCAVATED MATERIAL TO BE SPREAD ONSITE IN A MANNER NOT TO IMPEDE DRAINAGE PATTERNS AS DIRECT BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
6. ALL DISTURBED AREAS OF THE SITE SHALL BE SEEDED AND FERTILIZED.

FLAG POLE:

THE FLAGPOLE IS TO BE OWNER SUPPLIED AND INSTALLED BY THE GENERAL CONTRACTOR. FIELD LOCATE PER OWNER'S REPRESENTATIVE DIRECTION.

SIGNAGE NOTES:

THE CONTRACTOR SHALL COORDINATE THE ELECTRICAL INSTALLATION FOR ALL SIGNS, INCLUDING PROVIDING CONDUITS AND CONDUCTORS TO EACH SIGN LOCATION – DIRECTIONAL AND ADVERTISEMENT SIGNAGE. THE CONTRACTOR SHALL INSTALL ALL DIRECTIONAL SIGNS. ADVERTISEMENT SIGNS SHALL BE INSTALLED BY SIGN COMPANY BY OWNER. THE CONTRACTOR COORDINATE HIS WORK WITH THE SIGN COMPANY AND THE OWNER'S REPRESENTATIVE.

IRRIGATION NOTES:

THE CONTRACTOR SHALL COORDINATE THE IRRIGATION SYSTEM INSTALLATION AND PROVIDE (24 EA) – 2" PVC CONDUITS EXTENDING 2' PAST THE DRIVEWAY WIDTH. WATER SUPPLY TO BE ROUTED TO THE BUILDING AS DIRECTED BY THE OWNER'S REPRESENTATIVE AND IRRIGATION CONTRACTOR.

WATER SUPPLY:

CARWASH: WATER SUPPLY SHALL BE 165 GPM @ 40 PSI (MINIMUM).

UTILITY NOTES:

1. CONTRACTOR TO NOTIFY ENGINEER, OWNER'S REPRESENTATIVE, AND THE CITY OF TEXARKANA DEPARTMENT OF PUBLIC WORKS PRIOR TO COMMENCING WORK ON UTILITY INSTALLATION 48 HOURS IN ADVANCE.
2. CONTRACTOR TO LOCATE AND EXPOSE EXISTING UTILITIES FOR INSPECTION. ELEVATIONS ARE TO BE DETERMINED TO INSURE PROPER CONNECTION OF THE NEW FACILITIES.
3. REFER TO ARCHITECTURAL AND EQUIPMENT DRAWINGS FOR UTILITY TIES INSIDE BUILDING AND COORDINATE ROUTING AS REQUIRED TO INSURE PROPER TIE IN.
4. THE CONTRACTOR SHALL SUPPLY AND INSTALL BACKFLOW PREVENTERS FOR EACH WATER SUPPLY TO THE PROPOSED FACILITY – ONE 1" ASSEMBLY AND ONE 3/4" ASSEMBLY, LOCATE PER THE CITY OF TEXARKANA DEPARTMENT OF PUBLIC WORKS TO AND THE OWNER'S REPRESENTATIVE. EACH SHALL BE A COMPLETE INSTALLATION PER THE TEXAS PLUMBING CODE AND SHALL BE PROVIDED WITH INSULATED FIBERGLASS COVERS TO PREVENT FREEZING.
5. MAINTAIN A MINIMUM OF 36" OF COVER ABOVE ANY EXISTING TEXARKANA WATER UTILITIES MAINS – WATER AND SANITARY SEWER.
6. ALL WATER AND SEWER TAPS ART TO BE MADE BY A UTILITY CONTRACTOR UNDER THE SUPERVISION OF THE GENERAL CONTRACTOR WITH TWO INSPECTORS ONSITE. ANY MAIN DAMAGES AS THE RESULT OF TAPPING SHALL BE REPAIRED TO THE SATISFACTION OF TEXARKANA WATER UTILITIES AT NO COST TO TWU.

UTILITY WARNING:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR/ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR/ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR/ENGINEER HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES.

FOUNDATION NOTES:

1. FOUNDATIONS ARE DESIGNED FOR AN ALLOWABLE GROSS BEARING PRESSURE OF 2000 PSF, FOR FOOTING FOUNDED APPROXIMATELY 2' FEET BELOW FINAL GRADE. CONTRACTOR TO VERIFY BEARING CAPACITY OF SOIL.
2. PROTECT PIPES & CONDUITS RUNNING THROUGH WALLS & SLABS WITH 1/2 INCH EXPANSION MATERIAL. LOWER CONTINUOUS FOOTINGS & GRADE BEAMS PERPENDICULAR TO PIPE RUNS TO ALLOW PIPES TO PASS ABOVE THE FOOTINGS OR THROUGH THE GRADE BEAMS. ALTERNATIVELY, PROVIDE A CONCRETE JACKET IF PIPES ARE LOW ENOUGH TO BE PLACED BELOW THE FOOTINGS & GRADE BEAMS. LOWER FOOTINGS & GRADE BEAMS PARALLEL TO PIPE RUNS TO AVOID SURCHARGE OVER ADJACENT TRENCH EXCAVATIONS.
3. MAINTAIN SUBGRADE & FILL MOISTURE CONTENT UNTIL FOUNDATIONS ARE PLACED PER GEO.
4. ARRANGE FOR OWNER'S INDEPENDENT TESTING AGENCY TO MONITOR CUT & FILL OPERATIONS & PERFORM FIELD DENSITY & MOISTURE CONTENT TESTS TO VERIFY COMPACTION & APPROVE EXISTING SUBGRADES PRIOR TO PLACING CONCRETE.
5. DO NOT PLACE FOOTINGS OR SLABS AGAINST SUBGRADE CONTAINING FREE WATER, FROST, OR ICE.
6. MAINTAIN PROPER SITE DRAINAGE DURING CONSTRUCTION TO ENSURE SURFACE RUNOFF AWAY FROM STRUCTURES & TO PREVENT PONDING OF SURFACE RUNOFF NEAR THE STRUCTURES.
7. KEEP OPEN EXCAVATIONS AROUND BUILDING PERIMETER DRY. BACK FILL AGAINST FOUNDATIONS & GRADE BEAMS AS SOON AS PRACTICAL. PUMP WATER OUT & DRY OPEN EXCAVATIONS, IF FLOODED PRIOR TO BACKFILLING.

BUILDING PAD PREPARATION NOTES:

1. THE AREAS TO RECEIVE SELECT FILL SHALL BE STRIPPED OF ALL VEGETATION, EXISTING FILL, & SOFT OR DISTURBED SOILS. THE EXCAVATED AREA SHALL BE OBSERVED BY THE SOILS ENGINEER PRIOR TO PLACING DENSITY-CONTROLLED SELECT CLAYEY FILL.
2. ENTIRE SITE SHALL BE PROOF ROLLED WITH FULLY LOADED TANDEM AXLE DUMP TRUCK. ALL AREAS THAT ARE OBSERVED TO RUT OR DEFLECT SHALL BE REMOVED, BACKFILLED WITH SELECT MATERIAL WITH A PI ≤ 15, AND COMPACTED TO 95% DENSITY STD. PROCTOR.
3. THE EXPOSED GRADE SHALL BE SCARIFIED TO A DEPTH OF 12 INCHES, MOISTENED TO A CONTENT OF -2 TO +4 PERCENT OF OPTIMUM & RECOMPACTED TO A MINIMUM OF 95% OF THE ASTM D 698.
4. SELECT FILL, CONSISTING OF SOIL APPROVED BY A SOILS ENGINEER, SHALL BE PLACED IN COMPACTED LAYERS WITH SUITABLE COMPACTION EQUIPMENT.
5. ANY TRASH & DEBRIS IN THE EXISTING FILL SHALL BE REMOVED DURING GRADING. ANY IMPORTED FILL SHALL BE OBSERVED BY THE SOILS ENGINEER PRIOR TO USE IN FILL AREAS.
6. PLACE SUBSEQUENT LIFTS OF SELECT FILL IN THIN HORIZONTAL LAYERS NOT EXCEEDING EIGHT INCHES ON LOOSE THICKNESS & LOOSEN EACH LIFT TO AT LEAST 95% OF ASTM D-698. MAINTAIN MOISTURE WITHIN TWO PERCENT BELOW TO FOUR PERCENT ABOVE THE THEORETICAL OPTIMUM.
7. FIELD OBSERVATION & TESTING SHALL BE PERFORMED BY THE SOILS ENGINEER DURING GRADING TO ASSIST THE CONTRACTOR IN OBTAINING THE REQUIRED DEGREE OF COMPACTION & THE PROPER MOISTURE CONTENT. WHERE COMPACTION IS LESS THAN REQUIRED, ADDITIONAL COMPACTIVE EFFORT SHALL BE MADE WITH ADJUSTMENT OF THE MOISTURE CONTENT, AS NECESSARY, UNTIL 95% COMPACTION IS OBTAINED.
8. FINE GRAINED, LOW COHESION SOILS OF THE TYPE SPECIFIED FOR SELECT FILL MAY BE COMPACTED USING RUBBER-TIRED, AND/OR PNEUMATIC ROLLERS & STRICT MOISTURE CONTROL.
9. VEGETATION OR ASSOCIATED ROOT SYSTEM LOCATED WITHIN THE AREA TO BE GRADED SHALL BE REMOVED DURING GRADING. ANY EXISTING OR ABANDONED UTILITIES LOCATED WITHIN THE AREA SHALL BE REMOVED OR RELOCATED. ALL FILL MATERIALS & DISTURBED SOILS RESULTING FROM GRADING OPERATIONS SHOULD BE REMOVED & PROPERLY RECOMPACTED PRIOR TO FOUNDATION EXCAVATION.
10. SELECT FILL SHALL CONSIST OF HOMOGENEOUS SOILS FREE OF ORGANIC MATTER & DEBRIS, OR ROCK LARGER THAN SIX INCHES IN DIAMETER & POSSESSING A PLASTICITY INDEX BETWEEN FOUR & FIFTEEN WITH A MAXIMUM LIQUID LIMIT OF 35. THE MATERIAL SHALL BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEOTECHNICAL REPORT SUBGRADE PREPARATION & VERIFIED IN THE FOLLOWING MANNER.

   CONDUCT IN-PLACE DENSITY TESTS AT THE RATE OF ONE TEST PER 2,500 SQUARE FEET FOR EACH LIFT.

   CONFIRM SUITABILITY BY ATTERBURG LIMIT TESTS AT THE RATE OF ONE TEST PER 500 CUBIC YDS.

   THE SOURCE OF SELECT FILL IS UNKNOWN. ALLOW AT LEAST THREE DAYS FOR PROPER TESTING OF POTENTIAL BORROW AREAS. VERIFY SUITABILITY PRIOR TO PLACEMENT ON SITE.

UTILITY PROVIDERS

ELECTRICITY	–	SWEPCO
NATURAL GAS	–	NOT REQUIRED
WATER	–	CITY OF TEXARKANA, TEXAS
SANITARY SEWER	–	CITY OF TEXARKANA, TEXAS
TELECOMMUNICATIONS	–	AT&T

STATE OF TEXAS 89734 LICENSED PROFESSIONAL ENGINEER

REV. 10/20/2021

DAVID JANE BEAIRD
CIVIL & STRUCTURAL ENGINEERS
214 E. 6TH STREET, TEXARKANA, TEXAS 75501 (903) 334-1221

TEXARKANA, TEXAS

ROCKETFAST CARWASH

DON ROBERTSON

SITE PLAN

DATE 7/27/20

SP1.0

JOB No. 200709

Attachment: 2022-009 ORD SUP 5609 Richmond signed (3625 : 2022-009 ORD approving Amendment to

2022-009 EXH'B'

PD-20-5 (GR)

Property Description
2.206 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the John A. Talbot Headright Survey, Abstract 564, Bowie County, Texas, being part of that certain tract of land described as 3.563 acres in the deed from Patton, Haltom, Roberts, McWilliams & Greer, LLP to PHRMG Developers, dated February 21, 2000, recorded in Volume 3221, Page 189 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod (control monument), capped LONNIE PACE – PLS 1573 TX, found for a corner, the Northeast corner of the said 3.563 acre tract, lying in the South line of that certain tract of land described as 58.95 acres in the deed from Regions Bank, f/k/a The State First National Bank of Texarkana, to Martha Louise Arnold Stilwell (1/10th interest), dated July 27, 2011, recorded in Volume 6120, Page 299 of the Real Property Records of Bowie County, Texas, that certain tract of land described as 58.95 acres in the deed from Thomas H. Arnold, as Independent Executor of the estate of Lewis H. Arnold, to Martha Louise Arnold Stilwell (1/10th interest), dated July 21, 2011, recorded in Volume 6120, Page 302 of the Real Property Records of Bowie County, Texas, that certain tract of land described as Tract No. 5, with 58.95 acres in the deed from Josh R. Morriss, Jr. and Martha W. Morriss, to the Josh R. Morriss, Jr. Family Limited Partnership (4/5th interest), dated December 29, 1997, recorded in Volume 2772, Page 166 of the Real Property Records of Bowie County, Texas, same being that certain tract of land described as 58.95 acres in the deed from L. E. Kenney, et ux, to R. M. Morriss, Sr., et al, dated May 20, 1964, recorded in Volume 440, Page 220 of the Deed Records of Bowie County, Texas, and lying in the West right-of-way line of Farm-to-Market Road 559 (Richmond Road);

THENCE South 30 degrees 15 minutes 43 seconds East (basis of bearings) a distance of 188.16 feet along the East line of the said 3.563 acre tract, and the West right-of-way line of the said Richmond Road to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner;

THENCE South 87 degrees 00 minutes 01 seconds West a distance of 257.20 feet across the said 3.563 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner;

THENCE South 02 degrees 59 minutes 59 seconds East a distance of 213.98 feet across and through the said 3.563 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying in the South line of the said 3.563 acre tract, and the North right-of-way line of Moores Lane;

THENCE South 87 degrees 00 minutes 01 seconds West a distance of 127.08 feet along the South line of the said 3.563 acre tract and the North right-of-way line of the said Moores Lane to a 1 inch steel pipe (control monument) found for a corner, the Southwest corner of the said 3.563 acre tract, lying in the East line of the said 58.95 acre tract and the North right-of-way line of the said Moores Lane;

THENCE North 09 degrees 12 minutes 45 seconds West a distance of 406.72 feet along the West line of the said 3.563 acre tract, and the East line of the said 58.95 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, the Northwest corner of the said 3.563 acre tract, and an angle point of the said 58.95 acre tract;

THENCE South 89 degrees 08 minutes 16 seconds East a distance of 342.89 feet along the North line of the said 3.563 acre tract, the South line of the said 58.95 acre tract, and generally along a fence to the point of beginning, and containing 2.206 acres of land at the time of this survey.

Attachment: 2022-009 ORD SUP 5609 Richmond signed (3625 : 2022-009 ORD approving Amendment to PD-20-5(GR) site plan approval at 5609

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 1/21/2022 9:51 AM

Lead Department: Building Code Administration **Action Officer:** Mashell Daniel,

Subject: Resolution No. 2022-010 authorizing a written services agreement for provisions of city services to Deaton Place Subdivision in the event the city council adopts an ordinance annexing the tract.

Briefing: 2/14/2022 **Public Hearing:** 2/14/2022 **Council Vote:** 2/14/2022

Item Schedule

Schedule 2: Brief once - vote once (two weeks)

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

Attached is a service agreement for the annexation of Deaton Place – 11.36 Acres located at J.S. Warsden HRS A-745, George Brinlee HRS A-18 & J.A.Talbot HRS A-564 located off of Gin Road in Texarkana, Texas. The property is currently platted for development as a 37-lot subdivision. This property is currently in the ETJ and the proposed zoning is SF-2.

Amendments to the Texas Local Government Code require the governing body of a city to first negotiate a written agreement with the owners of the land requested for annexation for services the city will provide on the date of the annexation, and a schedule of the time period in which the city will provide services that are not provided on the date of the annexation.

After this agreement is in place and the public notification processes have been followed, the city council may then adopt an ordinance for the requested annexation.

The city is in favor of this request because this development provides more residential housing, future growth, economic development, and additional property taxes will be collected

Potential Options:

- Approve service agreement.
- Disapprove service agreement.

Fiscal Implications:

None. All departments have reviewed this agreement and can provide services within budgeted funds.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

None.

Board/Committee Recommendation:

Not Applicable.

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable.

Attachments

a. 2022-010 ATTH 01 Request for Annexation (PDF)
b. 2022-010 EXH 'A' Deaton Place Recorded Final Plat (PDF)
c. 2022-010 RES voluntary annexatrion of Deaton Place (DOCX)
d. 2021-010 Goals & Perspectives (DOCX)
e. 2022-010 EXH to Services Agreement _Deaton Place (jcl rev) (DOCX)
f. 2022-010 EXH 'B' TEMPLATE - Municipal Services Agreement v2 clean (DOCX)
g. 2022-010 RES Vol. Annexation Deaton Pl Subdivision signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Department Head Review	Completed	01/20/2022 11:23 AM
City Attorney	Jeffery C. Lewis	Review	Completed	01/20/2022 11:33 AM
City Manager	David Orr	City Manager Review	Completed	01/20/2022 11:35 AM
City Council	Jennifer Evans	Meeting	Completed	01/24/2022 6:00 PM

Meeting History

REQUEST FOR VOLUNTARY ANNEXATION

David Orr, City Manager
City of Texarkana, Texas
220 Texas Boulevard
Texarkana, TX 75501

Re: Deaton Place – 11.376 Acres
J. S. Warsden HRS A-745, George Brinlee HRS A-18 & J. A. Talbot HRS A-564
Located Off Gin Road in Texarkana, Texas

Dear Mr. Orr:

As the Owner of the above-referenced property, I would like the City Council to consider my request for voluntary annexation. The property in question is located off Gin Road between Richmond Road and Moores Lane. The property is currently platted for development as a 37 Lot Subdivision, designated as Single Family Residential. It is currently zoned ETJ with a proposed zoning of SF2. The tract is 11.376 acres total and it is contiguous to the city limits.

Enclosed, please find the Copy of Plat (suitable for recording) and Legal Description of Property.

Any additional information may be obtained by contacting Kayla Wood at MTG Engineers & Surveyors, at 903-838-8533 or by email, kwood@mtgengineers.com.

Sincerely,

Aven Williamson

Attachment: 2022-010 ATTH 01 Request for Annexation (3623 : 2022-010 RES Services Agreement for Volumtary Annexation of Deaton Place


GRAPHIC SCALE 1"=60'
0
60
N
FOUND 5/8" STEEL ROD
S75°53'56"E 524.15'
174.78'
81.25'
70.00'
81.43'
100.37'
LOT 31
8502.86 SQ FT
0.291 ACRES
LOT 30
8403.9 SQ FT
0.171 ACRES
LOT 29
8050.00 SQ FT
0.185 ACRES
LOT 28
8550.72 SQ FT
0.196 ACRES
LOT 27
9404.80 SQ FT
0.262 ACRES
LOT 26
14214.44 SQ FT
0.328 ACRES
LOT 32
MH/FF = 345.00'
8867.30 SQ FT
0.204 ACRES
LOT 33
MH/FF = 345.00'
8436.36 SQ FT
0.194 ACRES
LOT 34
11482.40 SQ FT
0.400 ACRES
LOT 35
14667.10 SQ FT
0.381 ACRES
LOT 36
8558.84 SQ FT
0.265 ACRES
LOT 37
8287.42 SQ FT
0.260 ACRES
LOT 24
8091.34 SQ FT
0.186 ACRES
LOT 25
24858.05 SQ FT
0.556 ACRES
LOT 23
8622.50 SQ FT
0.206 ACRES
LOT 22
8534.61 SQ FT
0.201 ACRES
LOT 21
8454.81 SQ FT
0.199 ACRES
LOT 20
8296.05 SQ FT
0.204 ACRES
LOT 19
8241.29 SQ FT
0.194 ACRES
LOT 18
8218.40 SQ FT
0.190 ACRES
LOT 17
8504.56 SQ FT
0.195 ACRES
LOT 16
10522.62 SQ FT
0.242 ACRES
LOT 15
MH/FF = 349.00'
9546.94 SQ FT
1.057 ACRES
LOT 14
13249.40 SQ FT
0.305 ACRES
LOT 13
8307.81 SQ FT
0.190 ACRES
LOT 12
8452.26 SQ FT
0.194 ACRES
LOT 11
8452.26 SQ FT
0.194 ACRES
LOT 10
8452.26 SQ FT
0.194 ACRES
LOT 9
8452.26 SQ FT
0.194 ACRES
LOT 8
8452.26 SQ FT
0.194 ACRES
LOT 7
8452.26 SQ FT
0.194 ACRES
LOT 6
8452.26 SQ FT
0.194 ACRES
LOT 5
8452.26 SQ FT
0.194 ACRES
LOT 4
8452.26 SQ FT
0.194 ACRES
LOT 3
8452.26 SQ FT
0.194 ACRES
LOT 2
8452.26 SQ FT
0.194 ACRES
LOT 1
10200.03 SQ FT
0.234 ACRES
DEATON PLACE 50' R/W
S75°53'56"E
S75°53'56"E 136.86'
N75°53'56"W 136.23'
N75°53'56"W 136.23'
S75°53'56"E 272.48'
N87°58'44"E 796.81'
N88°20'00"E
S88°20'00"W 681.75'
S88°20'00"W 1286.02'
S88°20'00"W 1285.24' (BASIS OF BEARINGS)
100' ELECTRICAL EASEMENT
25' DRAINAGE EASEMENT
10' UTILITY EASEMENT
8' BUILDING SETBACK
10' BUILDING SETBACK
25' BUILDING SETBACK
51' BUILDING SETBACK
60' RAD.
FOUND 2" STEEL PIPE
FOUND 1/2" STEEL ROD
FOUND 1" STEEL PIPE
SET 1 1/2" STEEL PIPE (CONTROL MONUMENT 2)
SRM#1
SRM#2
SRM#3
BRM#1
BRM#2
BRM#3
N04°21'50"W 622.41'
N01°59'40"E 201.54'
N74°01'17"E 103.08'
N01°45'06"W 115.92'
N01°45'06"W 115.92'
N01°45'06"W 115.92

RESOLUTION NO. 2022 - 010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ELECTING TO BEGIN THE PROCESS OF CONSIDERING THE VOLUNTARY ANNEXTION OF A 11.376 ACRE TRACT — J. S. WARSDEN HRS A-745, J. A. TALBOT HRS A-564, AND GEORGE BRINLEE HRS A-18 —INTO THE CITY LIMITS OF THE CITY OF TEXARKANA, TEXAS, BY AUTHORIZING A WRITTEN SERVICES AGREEMENT FOR PROVISION OF CITY SERVICES IN THE EVENT THE CITY COUNCIL ADOPTS AN ORDINANCE ANNEXING THE TRACT; DIRECTING THE PREPARATION OF A FORM ANNEXATION ORDINANCE AND A PUBLIC HEARING BEFORE INSTITUTING ANY ANNEXATION PROCEEDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owner of a 11.376-acre tract lying and situated in the J. S. Warsden HRS, Abstract 745, J. A. Talbot HRS, Abstract 564, and the George Brinlee HRS, Abstract 18, described and depicted in **Exhibit 'A'** to this resolution, has requested that the City of Texarkana, Texas, annex the acreage into the city limits. The tract is within an area previously identified by City staff for inward fill of the city limits or otherwise that inclusion allows for future growth and economic development; and

WHEREAS, amendments to the Texas Local Government Code provide for a process new to the City for annexing an area of land upon owner request; and

WHEREAS, before consideration of any annexation ordinance, the governing body of a city that elects to annex an area by petition of landowner must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area, with the agreement including: (1) a list of each service the city will provide on the effective date of the annexation, and (2) a schedule that includes the period within which the city will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, before a city may adopt an ordinance annexing an area by petition of landowners, the governing body must conduct a public hearing, providing persons interested in the annexation the opportunity to be heard, and thereafter the governing body may adopt an ordinance annexing the area; and

WHEREAS, City staff recommends that the City Council elect to begin the process of consideration of annexation of the **Exhibit 'A'** tract by first authorizing the City Manager to negotiate and execute, with the owner of the subject tract, a written services agreement in the form attached as **Exhibit 'B'** to this resolution pertaining to provision of services to be provided by the City in the event the City Council, in its discretion, favorably votes to annex the subject tract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

Attachment: 2022-010 RES voluntary annexatrion of Deaton Place (3623 : 2022-010 RES Services Agreement for Volumtary Annexation of

SECTION 1: The City Council elects to begin the process of considering the voluntary annexation of the 11.376-acre tract, described and depicted in **Exhibit 'A'**, by authorizing the City Manager to negotiate and execute a written services agreement in the form attached as **Exhibit 'B'** to this resolution.

SECTION 2: The City Council's approval of this resolution does not bind the City Council to approve annexation of the subject tract; and nothing in this resolution promises or guarantees a favorable vote by the City Council to approve annexation of the tract.

SECTION 3: Upon negotiation and execution of the written services agreement described in Section 1 of this resolution, the City Council directs the City Manager to prepare a proposed annexation ordinance for the 11.376-acre tract, described and depicted in **Exhibit 'A'**. At an appropriate time consistent with Texas law and before instituting any annexation proceedings, the City Council shall give all interested persons the right to appear and to be heard at a public hearing during a regular meeting of the City Council pertaining to a proposed annexation for the 11.376 acre tract described and depicted in **Exhibit 'A'**.

SECTION 4: The City Manager or designee shall cause to be issued all newspaper publications and notices as required by law for the proceedings and hearings authorized by this resolution.

SECTION 5: This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 14th **day of February, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-010 RES voluntary annexatrion of Deaton Place (3623 : 2022-010 RES Services Agreement for Volumtary Annexation of

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives		Goals
Serve the Community	☑	Promote an Environmentally Sensitive & Livable Community
	☐	Provide a Safe Community
	☑	Deliver Quality Services
	☐	Foster a Healthy Community
Run the Operations	☐	Enhance Community Preparedness & Responsiveness
	☐	Maximize Partnership Opportunities
	☐	Provide Courteous & Responsive Customer Service
	☑	Model a Positive City Image
	☐	Deliver Efficient Services
	☐	Cultivate Community Involvement & Access
Manage the Resources	☐	Maintain Fiscal Strength
	☑	Maximize Utilization & Resources
	☑	Invest in Infrastructure & Transportation
Develop Personnel	☐	Develop a Skilled & Diverse Workforce
	☐	Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

None.

Resource Impact:

Staff time required if item is approved:	Low

Other Potential Impacts:

All departments have reviewed this request and can provide services within budgeted funds.

Public Information Plan:

☑	Newspaper Notice (Required by Statute)	☑	Public Hearing (Required by Statute)
☑	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☑	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	

Other:

Attachment: 2021-010 Goals & Perspectives (3623 : 2022-010 RES Services Agreement for Voluntary Annexation of Deaton Place Subdivision)

Exhibit B to Municipal Services Agreement

I. Services to be Provided Upon Annexation of Property.

A. Fire

Fire suppression service from the City's Fire Department will be available to the Property upon annexation. Primary fire response will be provided by Fire Station No. 3, located at 5706 Richmond Rd. Fire prevention activities will be provided by the Fire Marshall's office as needed.

B. Police

Currently, the Property is under the jurisdiction of the Bowie County Sheriff's Office. Upon annexation, the City's Police Department will extend regular and routine patrols to the Property.

C. Building Inspection

The City's Building Inspection Department will provide Inspection Services upon annexation. This includes issuing building, electrical, and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulate building construction within the City of Texarkana, Texas.

D. Planning and Zoning

The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Texarkana Zoning Ordinance will extend to this Property upon annexation. The property will also continue to be regulated under the requirements of the City of Texarkana Subdivision Ordinance.

E. Library

Upon annexation, free library use privileges with issuance of a free library card will be available to anyone residing in this Property. A free library card for those in the City limits includes checkouts for books, DVDs, and audiobooks. Also, databases are available that can be accessed from home, including free tutoring for grade school through college, foreign language, genealogy, Consumer Reports, and downloadable audiobooks and e-books.

Attachment: 2022-010 EXH to Services Agreement _Deaton Place (jcl rev) (3623 : 2022-010 RES Services Agreement for Voluntary Annexation

Attachment: 2022-010 EXH to Services Agreement _Deaton Place (jcl rev) (3623 : 2022-010 RES Services Agreement for Voluntary Annexation

F. Health Department

The Texarkana-Bowie County Health Department will provide health services upon annexation.

G. Code Enforcement

The City's Code Enforcement Division will provide Code Enforcement services upon annexation. These services include enforcing the City's health ordinances, health inspections, and enforcing the City's Code of Ordinances governing litter, junk vehicles, high grass and weeds, and substandard structures. Animal Control services will be provided to the Property as needed.

H. Parks

Existing park use privileges subject to Parks Rules and Regulations will be available to anyone residing within the Property upon annexation.

I. Traffic Engineering

Upon annexation, City will provide traffic engineering services and regulatory signage services in accordance with the City policies and procedures and applicable laws.

II. Services to be Provided to the Property Upon Specific Conditions or Events Following Annexation.

A. Drainage and Stormwater Management

Owner or Developers must provide stormwater drainage at their own expense and will be inspected by the City Engineers at time of completions. After inspection, the City will thereafter maintain the drainage only upon approval by City Engineers and only if drainage is dedicated in the public drainage easement and the City accepts the dedication; provided, however, that nothing herein should be construed as requiring the City to accept such dedication.

Maintenance of existing drainage facilities will be provided by the City upon annexation only if the drainage facilities are located in the street right-of-way or a public drainage easement. Owner shall be responsible and agrees to pay for maintenance of any drainage facility that is not in the street right-of-way or public drainage easement.

Attachment: 2022-010 EXH to Services Agreement _Deaton Place (jcl rev) (3623 : 2022-010 RES Services Agreement for Voluntary Annexation

B. Street

The new street (Deaton Place) will be maintained by the City only after the improvements have been dedicated to the City and the City accepts the dedication; provided, however, that nothing herein should be construed as requiring the City to accept such dedication; and further provided that even if City accepts the dedication, Owner or Developer will be responsible for street repairs for one year after date of the City's acceptance. Approximately 250 feet of Gin Road will be added for the City to maintain.

C. Street Lighting

The Property, as a new subdivision, will require the addition of five (5) new street lights, and the City will pay for the installation of each pole and light; provided that the Owner or Developer bears responsibility for and shall pay for the cost to run power to each pole and light.

D. Solid Waste Services

Beginning with occupancy of residential structures, Solid Waste Collection shall be provided to the Property in accordance with City ordinance and policies.

III. Existing Services to Property

A. **Water and Sewer Service**

Owner acknowledges that water and sanitary sewer service is currently provided to the Property. The parties do not intend for provision of this service to change upon annexation. Owner acknowledges and agrees that new residential structures shall be required to connect to the City's water and sewer system at Owner's expense.

IV. General Provisions

A. The parties acknowledge and agree that the City is not required to provide a service that is not identified herein.

B. Owner understands and acknowledges that City departments referenced herein may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar service.

Municipal Services Agreement / Owner-Petition Voluntary Annexation

This Municipal Services Agreement ("Agreement") is entered into by and between the City of Texarkana, Texas, a home-rule municipality of the State of Texas ("City"), and _____ ("Owner").

Recitals

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, pursuant to the Texas Local Government Code, the governing body of a city that elects to annex an area by petition of landowner must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area, with the agreement including (1) a list of each service the city will provide on the effective date of the annexation, and (2) a schedule that includes the period within which the city will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, Owner owns a certain parcel of land situated in Bowie County, Texas, adjacent to the boundaries of the City and within the City's extraterritorial jurisdiction, more particularly described and set forth in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (hereinafter, "the Property"); and

WHEREAS, Owner has filed a written request with the City for annexation of the Property; and

WHEREAS, subject to City Council consideration and approval of annexation of the Property, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY and INTENT.** This Agreement is only applicable to the Property as set forth in Exhibit "A". The City intends for this Agreement to provide for the delivery of specific municipal services to the Property in accordance with state law and accomplished through any means permitted by law.

2. **MUNICIPAL SERVICES.** In accordance with applicable City ordinances, rules, regulations, and policies, Owner and City agree that the City will provide the municipal services set forth in Exhibit "B", attached hereto and incorporated herein by reference for all purposes (hereinafter, "Services"), at the times, events, or conditions specified therein for each of the Services.

3. **DEVELOPMENT INCENTIVE.** To incentivize prompt housing development of the Property, City agrees to suspend only fees for building permits within the time period of thirty (30)

Attachment: 2022-010 EXH 'B' TEMPLATE - Municipal Services Agreement v2 clean (3623 : 2022-010 RES Services Agreement for Voluntary

months following the Effective Date of this Agreement. This incentive does not suspend the requirement to obtain permits as required in the City's extraterritorial jurisdiction, nor does this incentive suspend any other permit fees (including but not limited to mechanical permit fees).

4. **CONDITION PRECEDENT.** Owner acknowledges and the parties agree to the following: annexation of the Property is a condition precedent for the provision of Services pursuant to this Agreement; City Council approval of the resolution authorizing execution of this Agreement does not bind the City Council to approve annexation of the Property; and nothing in this Agreement promises or guarantees a favorable vote by the City Council to approve annexation of the Property.

5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement; provided, however, that Sections 4, 8, 9, 10, and 13 are not severable from this Agreement.

6. **GOVERNING LAW, INTERPRETATION, and VENUE**. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that this Agreement shall be fairly interpreted in accordance with its terms and conditions and not for or against either party. Venue for any litigation relating to this Agreement shall be in the state or federal courts located in Bowie County, Texas.

7. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

8. **GOVERNMENTAL POWERS and FUNCTIONS.** Owner and City acknowledge that the terms, provisions, and execution of this Agreement, together with the provision of Services, constitute governmental functions of the City, and that the City does not waive or surrender any of its governmental powers or immunities by execution or performance of this Agreement.

9. **FORCE MAJEURE.** "Force Majeure" means an event, circumstance, or act that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, supply chain interruption, hurricanes, earthquakes, fires, floods, epidemics, pandemics, embargoes, war, riots, ransomware or cyber events, or any other similar cause. Neither party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A party that becomes aware of a Force Majeure that will significantly delay performance will notify the other party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, any deadline for provision of Services shall be extended for a time period that is reasonable under the circumstances, and any suspension of provision for Services shall be reasonable under the circumstances.

Attachment: 2022-010 EXH 'B' TEMPLATE - Municipal Services Agreement v2 clean (3623 : 2022-010 RES Services Agreement for Voluntary

10. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. Upon annexation of the Property, Owner shall file this Agreement in the Deed Records of Bowie County, Texas, at such time prior to any sale of any portion of the Property to third parties. The terms of this Agreement constitute covenants running with the land comprising the Property, is binding on the Owner and the City, is binding on subsequent owners of any portion of the Property, and is enforceable by any current or future owner of any portion of the Property.

11. **SECTION HEADINGS**. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.

12. **EFFECTIVE DATE.** This Agreement shall be effective on the business day immediately following the date of annexation of the Property.

13. **FEES.** Owner agrees to pay the voluntary annexation fee set by the City Council and reimburse the City for the cost of publication and advertising as required by law, including but not limited to notices and publication required by Texas law for annexation of the Property, and publication of the proposed annexation ordinance for the Property in the form in which it may be finally passed as required by Article I, Section 5 of the City Charter of the City of Texarkana, Texas.

14. **AUTHORITY and ENTIRE AGREEMENT.** City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless approved by the City Council and executed in writing by both parties.

City of Texarkana, Texas

By: _____ Date: January _____, 2022
David Orr, PhD
City Manager

Owner:

By: _____ Date: January _____, 2022
* * * * *

Attachment: 2022-010 EXH 'B' TEMPLATE - Municipal Services Agreement v2 clean (3623 : 2022-010 RES Services Agreement for Voluntary

RESOLUTION NO. 2022 - 010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ELECTING TO BEGIN THE PROCESS OF CONSIDERING THE VOLUNTARY ANNEXTION OF A 11.376 ACRE TRACT — J. S. WARSDEN HRS A-745, J. A. TALBOT HRS A-564, AND GEORGE BRINLEE HRS A-18 —INTO THE CITY LIMITS OF THE CITY OF TEXARKANA, TEXAS, BY AUTHORIZING A WRITTEN SERVICES AGREEMENT FOR PROVISION OF CITY SERVICES IN THE EVENT THE CITY COUNCIL ADOPTS AN ORDINANCE ANNEXING THE TRACT; DIRECTING THE PREPARATION OF A FORM ANNEXATION ORDINANCE AND A PUBLIC HEARING BEFORE INSTITUTING ANY ANNEXATION PROCEEDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owner of a 11.376-acre tract lying and situated in the J. S. Warsden HRS, Abstract 745, J. A. Talbot HRS, Abstract 564, and the George Brinlee HRS, Abstract 18, described and depicted in **Exhibit 'A'** to this resolution, has requested that the City of Texarkana, Texas, annex the acreage into the city limits. The tract is within an area previously identified by City staff for inward fill of the city limits or otherwise that inclusion allows for future growth and economic development; and

WHEREAS, amendments to the Texas Local Government Code provide for a process new to the City for annexing an area of land upon owner request; and

WHEREAS, before consideration of any annexation ordinance, the governing body of a city that elects to annex an area by petition of landowner must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area, with the agreement including: (1) a list of each service the city will provide on the effective date of the annexation, and (2) a schedule that includes the period within which the city will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, before a city may adopt an ordinance annexing an area by petition of landowners, the governing body must conduct a public hearing, providing persons interested in the annexation the opportunity to be heard, and thereafter the governing body may adopt an ordinance annexing the area; and

WHEREAS, City staff recommends that the City Council elect to begin the process of consideration of annexation of the **Exhibit 'A'** tract by first authorizing the City Manager to negotiate and execute, with the owner of the subject tract, a written services agreement in the form attached as **Exhibit 'B'** to this resolution pertaining to provision of services to be provided by the City in the event the City Council, in its discretion, favorably votes to annex the subject tract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

Attachment: 2022-010 RES Vol. Annexation Deaton Pl Subdivision signed (3623 : 2022-010 RES Services Agreement for Volumtary Annexation

SECTION 1: The City Council elects to begin the process of considering the voluntary annexation of the 11.376-acre tract, described and depicted in **Exhibit 'A'**, by authorizing the City Manager to negotiate and execute a written services agreement in the form attached as **Exhibit 'B'** to this resolution.

SECTION 2: The City Council's approval of this resolution does not bind the City Council to approve annexation of the subject tract; and nothing in this resolution promises or guarantees a favorable vote by the City Council to approve annexation of the tract.

SECTION 3: Upon negotiation and execution of the written services agreement described in Section 1 of this resolution, the City Council directs the City Manager to prepare a proposed annexation ordinance for the 11.376-acre tract, described and depicted in **Exhibit 'A'**. At an appropriate time consistent with Texas law and before instituting any annexation proceedings, the City Council shall give all interested persons the right to appear and to be heard at a public hearing during a regular meeting of the City Council pertaining to a proposed annexation for the 11.376 acre tract described and depicted in **Exhibit 'A'**.

SECTION 4: The City Manager or designee shall cause to be issued all newspaper publications and notices as required by law for the proceedings and hearings authorized by this resolution.

SECTION 5: This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 14th **day of February, 2022**.

ATTEST:

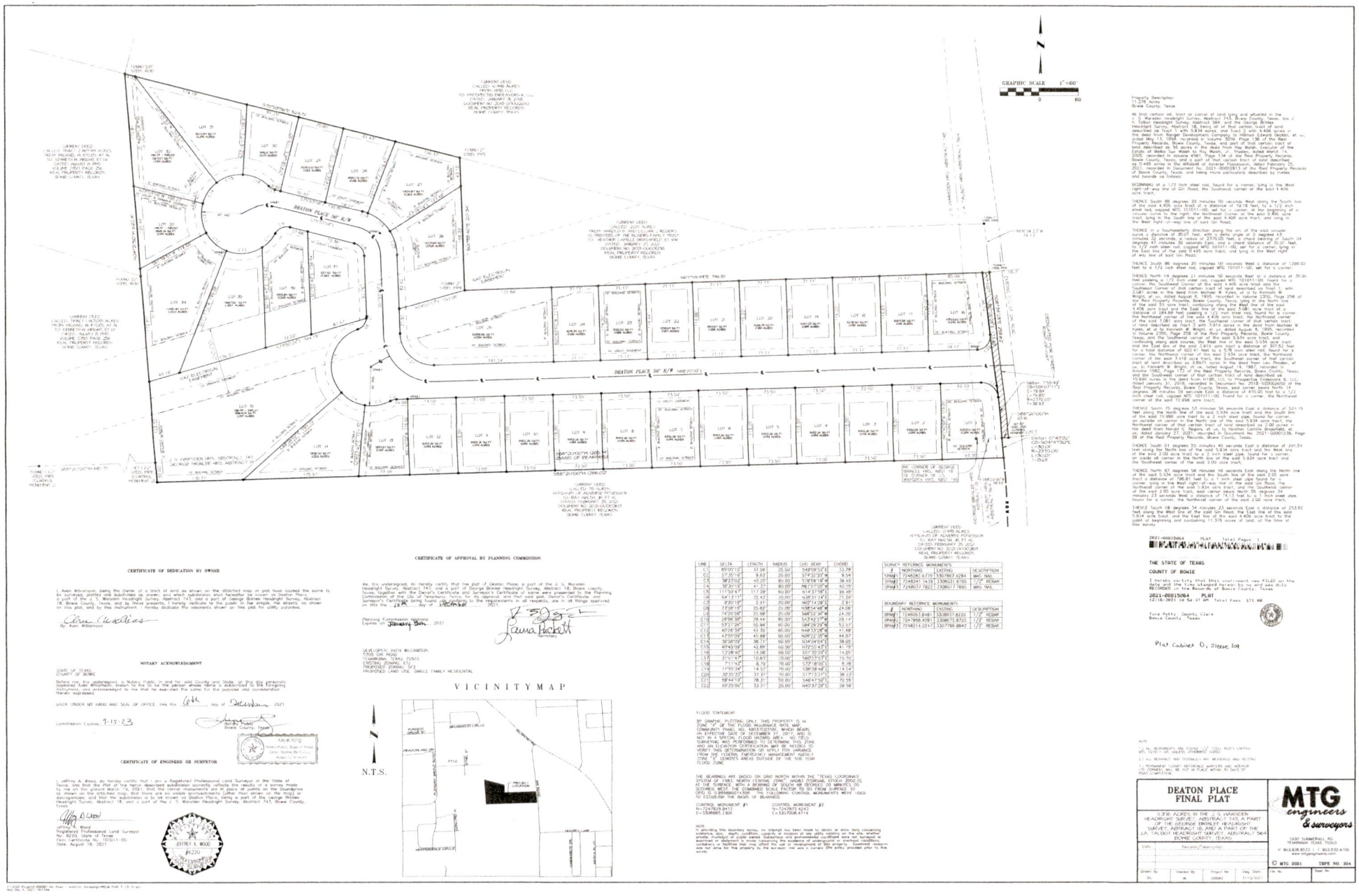
JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

4:20p.m.

Attachment: 2022-010 RES Vol. Annexation Deaton Pl Subdivision signed (3623 : 2022-010 RES Services Agreement for Volumtary Annexation

2022-010 EXH 'A'



Municipal Services Agreement / Owner-Petition Voluntary Annexation

This Municipal Services Agreement ("Agreement") is entered into by and between the City of Texarkana, Texas, a home-rule municipality of the State of Texas ("City"), and _____ ("Owner").

Recitals

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, pursuant to the Texas Local Government Code, the governing body of a city that elects to annex an area by petition of landowner must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area, with the agreement including (1) a list of each service the city will provide on the effective date of the annexation, and (2) a schedule that includes the period within which the city will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, Owner owns a certain parcel of land situated in Bowie County, Texas, adjacent to the boundaries of the City and within the City's extraterritorial jurisdiction, more particularly described and set forth in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (hereinafter, "the Property"); and

WHEREAS, Owner has filed a written request with the City for annexation of the Property; and

WHEREAS, subject to City Council consideration and approval of annexation of the Property, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY and INTENT.** This Agreement is only applicable to the Property as set forth in Exhibit "A". The City intends for this Agreement to provide for the delivery of specific municipal services to the Property in accordance with state law and accomplished through any means permitted by law.

2. **MUNICIPAL SERVICES.** In accordance with applicable City ordinances, rules, regulations, and policies, Owner and City agree that the City will provide the municipal services set forth in Exhibit "B", attached hereto and incorporated herein by reference for all purposes (hereinafter, "Services"), at the times, events, or conditions specified therein for each of the Services.

3. **DEVELOPMENT INCENTIVE.** To incentivize prompt housing development of the Property, City agrees to suspend only fees for building permits within the time period of thirty (30)

Attachment: 2022-010 RES Vol. Annexation Deaton Pl Subdivision signed (3623 : 2022-010 RES Services Agreement for Volumtary Annexation

months following the Effective Date of this Agreement. This incentive does not suspend the requirement to obtain permits as required in the City's extraterritorial jurisdiction, nor does this incentive suspend any other permit fees (including but not limited to mechanical permit fees).

4. **CONDITION PRECEDENT.** Owner acknowledges and the parties agree to the following: annexation of the Property is a condition precedent for the provision of Services pursuant to this Agreement; City Council approval of the resolution authorizing execution of this Agreement does not bind the City Council to approve annexation of the Property; and nothing in this Agreement promises or guarantees a favorable vote by the City Council to approve annexation of the Property.

5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement; provided, however, that Sections 4, 8, 9, 10, and 13 are not severable from this Agreement.

6. **GOVERNING LAW, INTERPRETATION, and VENUE**. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that this Agreement shall be fairly interpreted in accordance with its terms and conditions and not for or against either party. Venue for any litigation relating to this Agreement shall be in the state or federal courts located in Bowie County, Texas.

7. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

8. **GOVERNMENTAL POWERS and FUNCTIONS.** Owner and City acknowledge that the terms, provisions, and execution of this Agreement, together with the provision of Services, constitute governmental functions of the City, and that the City does not waive or surrender any of its governmental powers or immunities by execution or performance of this Agreement.

9. **FORCE MAJEURE.** "Force Majeure" means an event, circumstance, or act that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, supply chain interruption, hurricanes, earthquakes, fires, floods, epidemics, pandemics, embargoes, war, riots, ransomware or cyber events, or any other similar cause. Neither party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A party that becomes aware of a Force Majeure that will significantly delay performance will notify the other party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, any deadline for provision of Services shall be extended for a time period that is reasonable under the circumstances, and any suspension of provision for Services shall be reasonable under the circumstances.

Attachment: 2022-010 RES Vol. Annexation Deaton Pl Subdivision signed (3623 : 2022-010 RES Services Agreement for Volumtary Annexation

10. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. Upon annexation of the Property, Owner shall file this Agreement in the Deed Records of Bowie County, Texas, at such time prior to any sale of any portion of the Property to third parties. The terms of this Agreement constitute covenants running with the land comprising the Property, is binding on the Owner and the City, is binding on subsequent owners of any portion of the Property, and is enforceable by any current or future owner of any portion of the Property.

11. **SECTION HEADINGS**. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.

12. **EFFECTIVE DATE.** This Agreement shall be effective on the business day immediately following the date of annexation of the Property.

13. **FEES.** Owner agrees to pay the voluntary annexation fee set by the City Council and reimburse the City for the cost of publication and advertising as required by law, including but not limited to notices and publication required by Texas law for annexation of the Property, and publication of the proposed annexation ordinance for the Property in the form in which it may be finally passed as required by Article I, Section 5 of the City Charter of the City of Texarkana, Texas.

14. **AUTHORITY and ENTIRE AGREEMENT.** City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless approved by the City Council and executed in writing by both parties.

City of Texarkana, Texas

By: _____ Date: January _____, 2022
David Orr, PhD
City Manager

Owner:

By: _____ Date: January _____, 2022
* * * * *

Attachment: 2022-010 RES Vol. Annexation Deaton Pl Subdivision signed (3623 : 2022-010 RES Services Agreement for Volumtary Annexation

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 1/21/2022 9:51 AM

Lead Department: Building Code Administration **Action Officer:** Mashell Daniel,

Subject: Resolution No. 2022-010 authorizing a written services agreement for provisions of city services to Deaton Place Subdivision in the event the city council adopts an ordinance annexing the tract.

Briefing: 2/14/2022 **Public Hearing:** 2/14/2022 **Council Vote:** 2/14/2022

Item Schedule

Schedule 2: Brief once - vote once (two weeks)

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

Attached is a service agreement for the annexation of Deaton Place – 11.36 Acres located at J.S. Warsden HRS A-745, George Brinlee HRS A-18 & J.A.Talbot HRS A-564 located off of Gin Road in Texarkana, Texas. The property is currently platted for development as a 37-lot subdivision. This property is currently in the ETJ and the proposed zoning is SF-2.

Amendments to the Texas Local Government Code require the governing body of a city to first negotiate a written agreement with the owners of the land requested for annexation for services the city will provide on the date of the annexation, and a schedule of the time period in which the city will provide services that are not provided on the date of the annexation.

After this agreement is in place and the public notification processes have been followed, the city council may then adopt an ordinance for the requested annexation.

The city is in favor of this request because this development provides more residential housing, future growth, economic development, and additional property taxes will be collected

Potential Options:

- Approve service agreement.
- Disapprove service agreement.

Fiscal Implications:

None. All departments have reviewed this agreement and can provide services within budgeted funds.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

None.

Board/Committee Recommendation:

Not Applicable.

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable.

Attachments

a. 2022-010 ATTH 01 Request for Annexation (PDF)
b. 2022-010 EXH 'A' Deaton Place Recorded Final Plat (PDF)
c. 2022-010 RES voluntary annexatrion of Deaton Place (DOCX)
d. 2021-010 Goals & Perspectives (DOCX)
e. 2022-010 EXH to Services Agreement _Deaton Place (jcl rev) (DOCX)
f. 2022-010 EXH 'B' TEMPLATE - Municipal Services Agreement v2 clean (DOCX)
g. 2022-010 RES Vol. Annexation Deaton Pl Subdivision signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Department Head Review	Completed	01/20/2022 11:23 AM
City Attorney	Jeffery C. Lewis	Review	Completed	01/20/2022 11:33 AM
City Manager	David Orr	City Manager Review	Completed	01/20/2022 11:35 AM
City Council	Jennifer Evans	Meeting	Completed	01/24/2022 6:00 PM

Meeting History

Amendment to
PD-21-2(O)

ORDINANCE NO. 2022-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-21-1(O) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 0.96-ACRE TRACT OF LAND (BEING TRACT 336A/336C), GEORGE BRINLEE HRS, A-18, LOCATED AT 5302 NORTH KINGS HIGHWAY IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') for the existing building on an approximate 0.96-acre tract of land (being Tract 336A/336C), George Brinlee HRS, A-18 (Exhibit 'B), located at 5302 North Kings Highway** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-Office [PD-21-2(O)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-21-2(O); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-Office; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **by a vote of five (5) to zero (0) to recommend approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The site plan for **(Exhibit 'A') the existing building on an approximate 0.96-acre tract of land (being Tract 336A/336C), George Brinlee HRS, A-18 (Exhibit 'B), located at 5302 North Kings Highway** in the City of Texarkana, Texas, Bowie County, Texas, is hereby

Attachment: 2022-001 ORD Amendment to PD-21-2 (O) for site plan approval [Revision 1] (3618 : 2022-001 ORD site plan approval at 5302 N

approved and hereby amends PD-21-2(O).

SECTION 2: PD-21-2(O) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes, and includes the following:

1. Use of the existing home/building.
2. The proposed building façade is brick.
3. The access driveway will be off North Kings Highway. TxDOT approval is required.
4. Parking located in the rear of the property. Six (6) parking spaces required.
5. A masonry 4' x 8' monument style sign. No Electronic messaging will be allowed.
6. Prohibited uses: hotel, motel, country club, fraternity, and sorority.

SECTION 3: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **24th day of January, 2022.**

ATTEST:

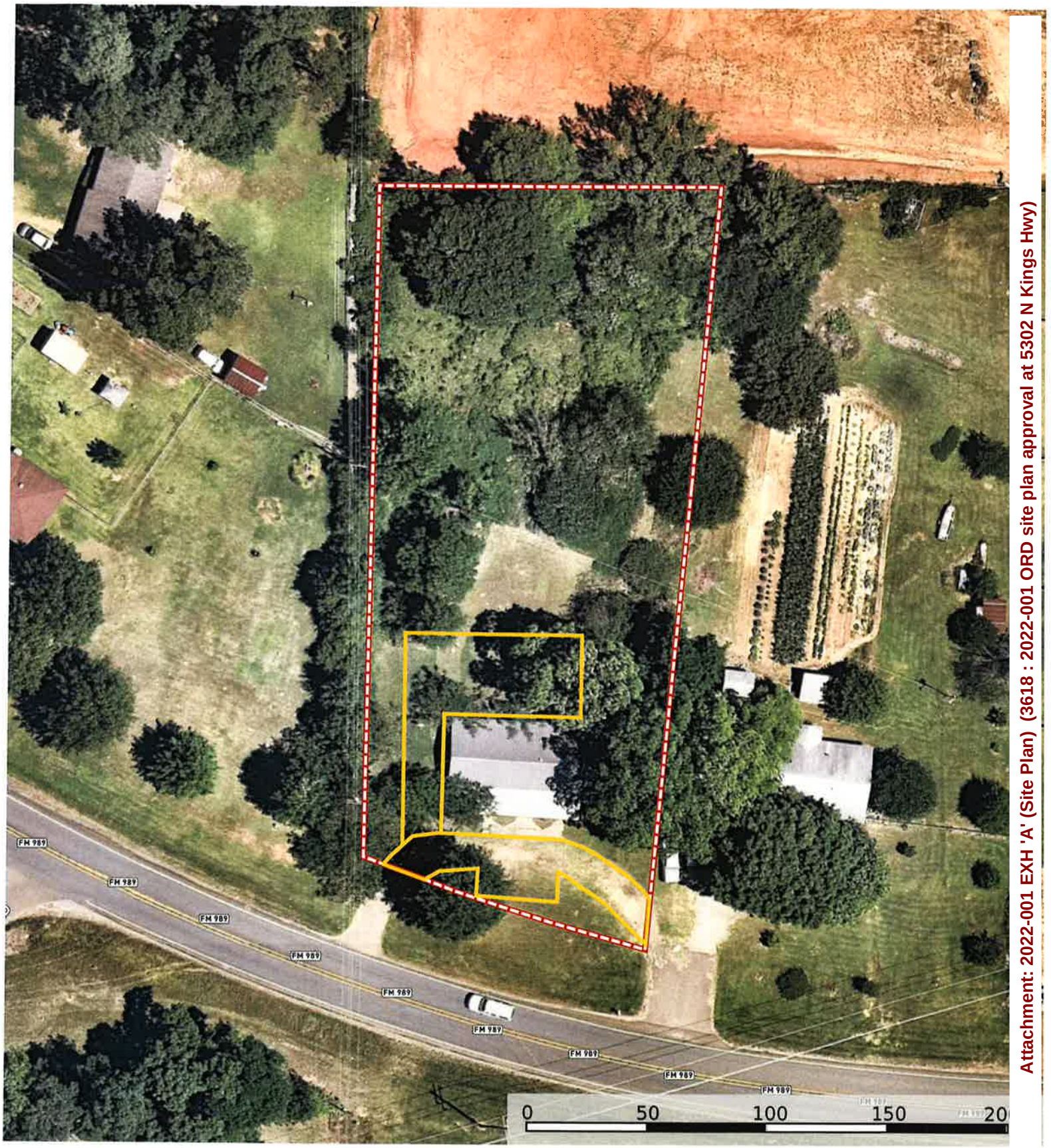
JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-001 ORD Amendment to PD-21-2 (O) for site plan approval [Revision 1] (3618 : 2022-001 ORD site plan approval at 5302 N

Blue Marlin
Bowie County, Texas, AC +/-

2022-001 EXH 'A'



Primary Road Boundary

Jason Thomson

The information contained herein was obtained from sources deemed to be reliable. MapRight Services m... completeness or accu...

Attachment: 2022-001 EXH 'A' (Site Plan) (3618 : 2022-001 ORD site plan approval at 5302 N Kings Hwy)

-XXXXXXXX-

All that certain tract or parcel of land situated in the GEORGE BRINLEE HEADRIGHT SURVEY, Abstract No. 18, Bowie County, Texas, and also being a part of that certain 24.3 acre tract conveyed by Etoy Holmes, a widow, to Charles W. E. Sisk and wife, Lowral Sisk, by Deed dated March 3, 1961, recorded in Volume 394, Pages 221-222, Deed Records, Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron pin set for corner at an existing fence corner, being the Northwest corner of said 24.3 acre tract;

THENCE South, 770.11 feet along an existing fence line, being the West line of said 24.3 acre tract, to a 1/2" iron pin set for corner and being the POINT OF BEGINNING for the herein described tract of land;

THENCE East, 150.95 feet to a 1/2" iron pin set for corner, said point being the Northwest corner of a certain 1.02 acre tract conveyed by Lowral Sisk to Jim H. Sisk by Deed dated March 9, 1983, recorded in Volume 698, Page 213, Deed Records, Bowie County, Texas;

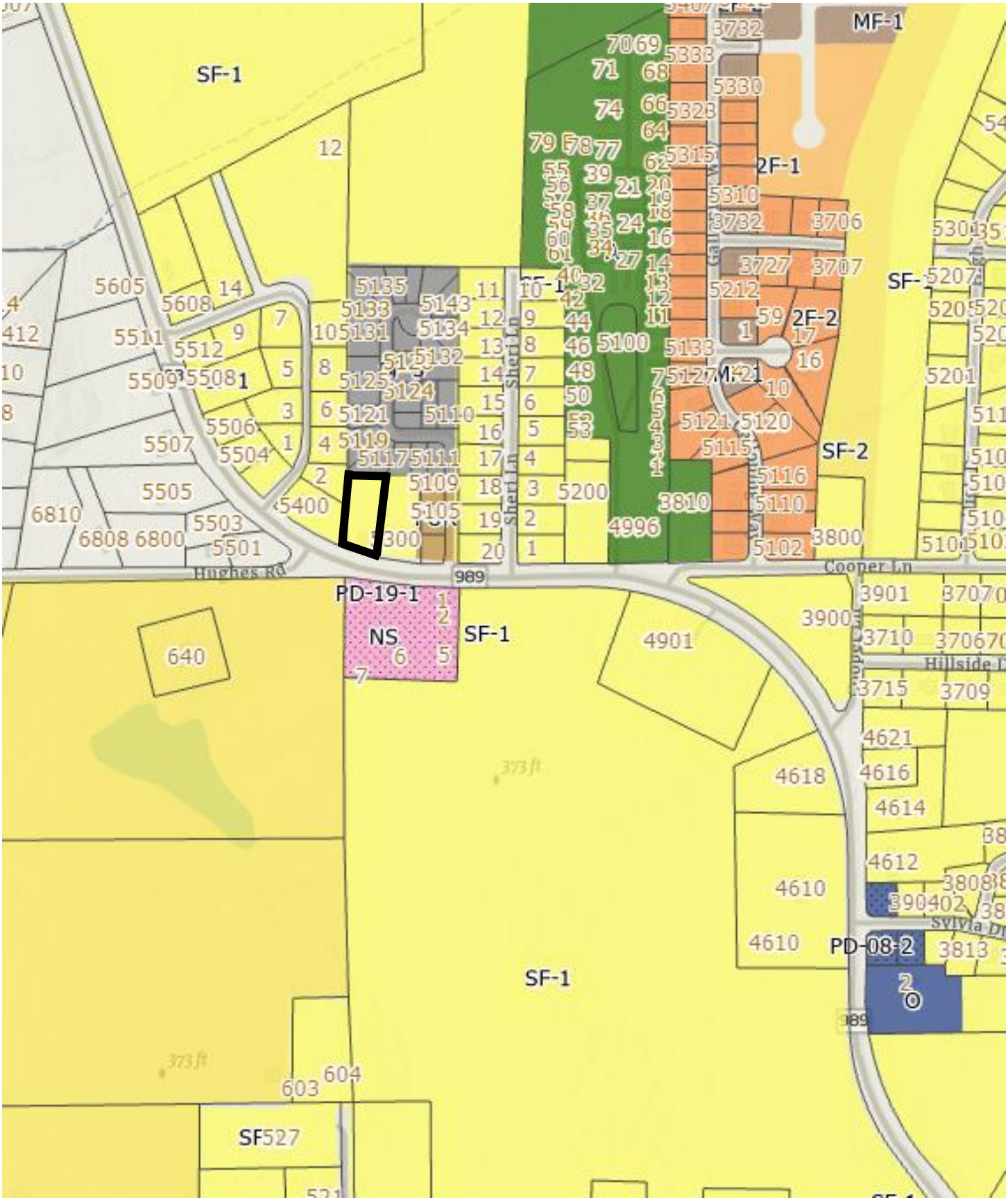
THENCE S 03° 41' W, 313.00 feet with the West line of said 1.02 acre tract, to a 1/2" iron pin set for corner in the North right-of-way line of FM Road No. 989;

THENCE Northwesterly with said right-of-way line, being a curve to the right having a radius of 917.19 feet, a distance of 137.00 feet through a central angle of 08° 33' 29" to a 1/2" iron pin set for corner in the West line of said 24.3 acre tract;

THENCE North 272.17 feet along an existing fence line, being the West line of said 24.3 acre tract, to the POINT OF BEGINNING, and containing 0.955 acre of land, more or less.

Attachment: 2022-001 EXH 'B' (Legal Description) (3618 : 2022-001 ORD site plan approval at 5302 N Kings Hwy)

5302 North Kings Highway



Attachment: 2022-001 ATTH 01 (Maps) (3618 : 2022-001 ORD site plan approval at 5302 N Kings Hwy)

5302 North Kings Highway



Attachment: 2022-001 ATTH 01 (Maps) (3618 : 2022-001 ORD site plan approval at 5302 N Kings Hwy)



Attachment: 2022-001 ATTH 02 (Photo of existing building) (3618 : 2022-001 ORD site plan approval at



Attachment: 2022-001 ATTH 03 (Example of Sign) (3618 : 2022-001 ORD site plan approval at 5302 N

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☑ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☑ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☑ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐	Newspaper Notice (Required by Statute)	☐	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☑	None Required	☐	

Other:

Attachment: 2022-001 Goals & Perspectives (3618 : 2022-001 ORD site plan approval at 5302 N Kings Hwy)

Amendment to
PD-21-2(O)

ORDINANCE NO. 2022-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-21-1(O) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 0.96-ACRE TRACT OF LAND (BEING TRACT 336A/336C), GEORGE BRINLEE HRS, A-18, LOCATED AT 5302 NORTH KINGS HIGHWAY IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') for the existing building on an approximate 0.96-acre tract of land (being Tract 336A/336C), George Brinlee HRS, A-18 (Exhibit 'B), located at 5302 North Kings Highway** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-Office [PD-21-2(O)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-21-2(O); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-Office; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **by a vote of five (5) to zero (0) to recommend approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The site plan for **(Exhibit 'A') the existing building on an approximate 0.96-acre tract of land (being Tract 336A/336C), George Brinlee HRS, A-18 (Exhibit 'B), located at 5302 North Kings Highway** in the City of Texarkana, Texas, Bowie County, Texas, is hereby

Attachment: 2022-001 ORD amendmt for SPA 5302 N. Kings Hwy signed (3618 : 2022-001 ORD site plan approval at 5302 N Kings Hwy)

approved and hereby amends PD-21-2(O).

SECTION 2: PD-21-2(O) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes, and includes the following:

1. Use of the existing home/building.
2. The proposed building façade is brick.
3. The access driveway will be off North Kings Highway. TxDOT approval is required.
4. Parking located in the rear of the property. Six (6) parking spaces required.
5. A masonry 4' x 8' monument style sign. No Electronic messaging will be allowed.
6. Prohibited uses: hotel, motel, country club, fraternity, and sorority.

SECTION 3: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **24th day of January, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

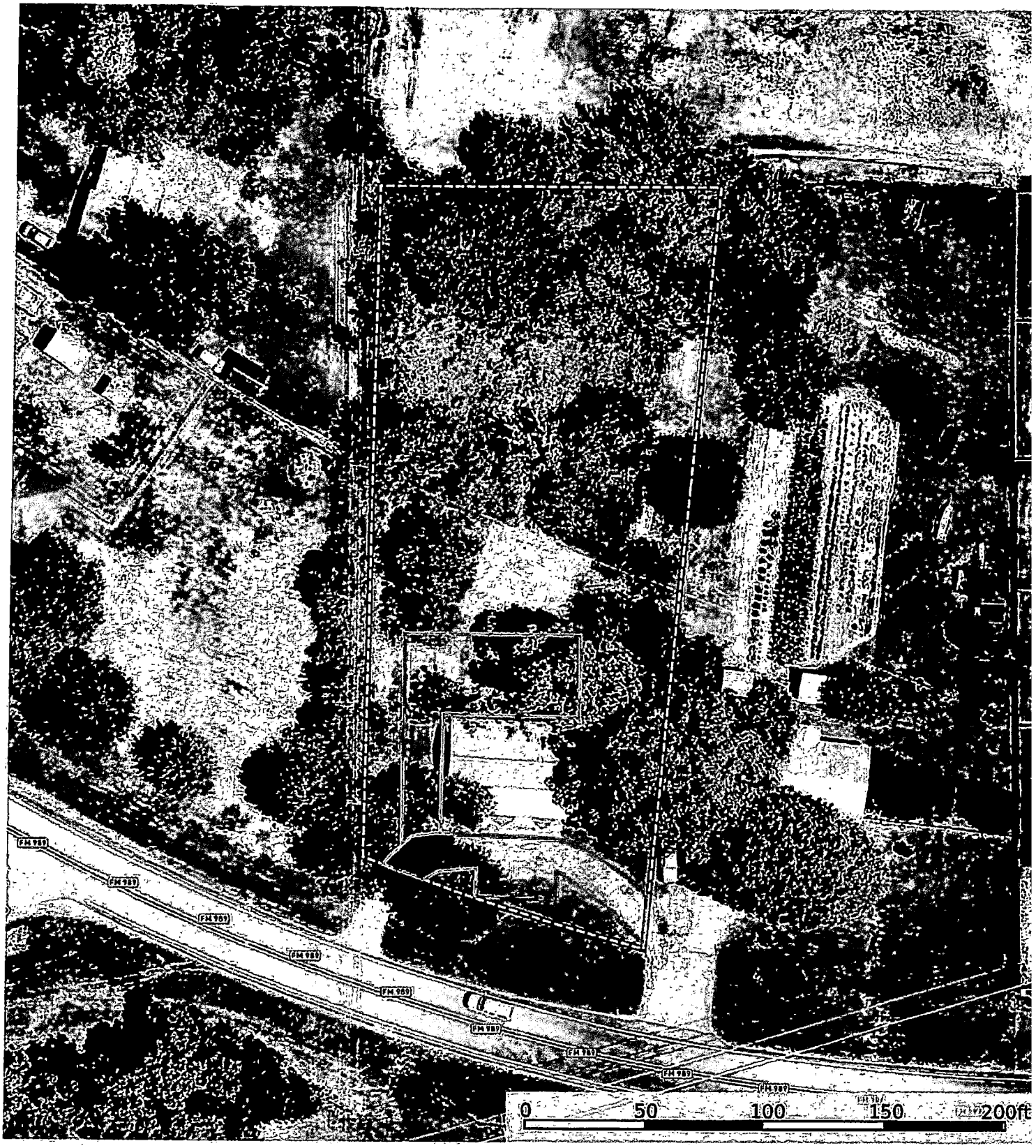
BOB BRUGGEMAN, MAYOR

6:38p.m.

Attachment: 2022-001 ORD amendmt for SPA 5302 N. Kings Hwy signed (3618 : 2022-001 ORD site plan approval at 5302 N Kings Hwy)

Blue Marlin
Bowie County, Texas, AC +/-

2022-001 EXH 'A'



Primary Road Boundary

Jason Thomson

The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.

Attachment: 2022-001 ORD amendmt for SPA 5302 N. Kings Hwy signed (3618 : 2022-001 ORD site plan approval at 5302 N Kings Hwy)

~~EXHIBIT "A"~~

All that certain tract or parcel of land situated in the GEORGE BRINLEE HEADRIGHT SURVEY, Abstract No. 18, Bowie County, Texas, and also being a part of that certain 24.3 acre tract conveyed by Etoy Holmes, a widow, to Charles W. E. Sisk and wife, Lowral Sisk, by Deed dated March 3, 1961, recorded in Volume 394, Pages 221-222, Deed Records, Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron pin set for corner at an existing fence corner, being the Northwest corner of said 24.3 acre tract;

THENCE South, 770.11 feet along an existing fence line, being the West line of said 24.3 acre tract, to a 1/2" iron pin set for corner and being the POINT OF BEGINNING for the herein described tract of land;

THENCE East, 150.95 feet to a 1/2" iron pin set for corner, said point being the Northwest corner of a certain 1.02 acre tract conveyed by Lowral Sisk to Jim H. Sisk by Deed dated March 9, 1983, recorded in Volume 698, Page 213, Deed Records, Bowie County, Texas;

THENCE S 03° 41' W, 313.00 feet with the West line of said 1.02 acre tract, to a 1/2" iron pin set for corner in the North right-of-way line of FM Road No. 989;

THENCE Northwesterly with said right-of-way line, being a curve to the right having a radius of 917.19 feet, a distance of 137.00 feet through a central angle of 08° 33' 29" to a 1/2" iron pin set for corner in the West line of said 24.3 acre tract;

THENCE North 272.17 feet along an existing fence line, being the West line of said 24.3 acre tract, to the POINT OF BEGINNING, and containing 0.955 acre of land, more or less.

Attachment: 2022-001 ORD amendmt for SPA 5302 N. Kings Hwy signed (3618 : 2022-001 ORD site plan approval at 5302 N Kings Hwy)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 1/5/2022 2:00 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-001 amending PD-21-2 (O) for site plan approval an approximate 0.96-acre tract of land (being 336A/336C) in the George Brinlee HRS, A-18, located at 5302 North Kings Highway from Single Family-1 to Planned Development-Office. Shane Satterfield, owner.		

Briefing: 1/24/2022 **Public Hearing:** 1/24/2022 **Council Vote:** 1/24/2022

Item Schedule
Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

The application was amended to Planned Development-Office (PD-21-02) requiring a site plan approval. The uses listed below are prohibited at this location.

Executive Summary and Background Information:

This is a request by Shane Satterfield, owner, to rezone an approximate 0.96-acre tract of land (being Tract 336A/336C) in the George Brinlee HRS, A-18, located at 5302 North Kings Highway from Single Family-1 to Office. The proposed use is a Realty office in the existing home.

The adjacent zoning is Single Family-1 to the west and east, Single Family-3 to the north and Neighborhood Service to the south. The adjacent land use is residential to the west, east, and north and retail to the south.

The Future Land Use Map identifies this property as “High Density Residential”.

The applicant is proposing to remodel the existing home into an office for his realty business. Parking will be located at the back of the property using the existing driveway. The applicant also wishes to have a monument type sign.

If a Planned Development designation is placed on the property, staff would recommend prohibiting the following uses:

1. Hotel/Motel
2. Country Club
3. Fraternity/Sorority

TXDOT approval will be required for driveway improvements.
The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

All notification and application requirements have been met to consider this request.

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for denial of this request based on the Future Land Use Map.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

December 6, 2021

Attachments

a. 2022-001 ORD Amendment to PD-21-2 (O) for site plan approval (DOCX)
b. 2022-001 EXH 'A' (Site Plan)(PDF)
c. 2022-001 EXH 'B' (Legal Description) (PDF)
d. 2022-001 ATTH 01 (Maps) (PDF)
e. 2022-001 ATTH 02 (Photo of existing building) (PDF)
f. 2022-001 ATTH 03 (Example of Sign) (PDF)
g. 2022-001 Goals & Perspectives (DOCX)
h. 2022-001 ORD amendmt for SPA 5302 N. Kings Hwy signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	12/31/2021 10:11 AM
City Manager	David Orr	Reviewer	Completed	01/07/2022 9:45 AM
City Council	Jennifer Evans	Meeting	Completed	01/10/2022 6:00 PM

Meeting History

01/10/22	City Council	MOVED FORWARD	Next: 01/24/22

RESOLUTION NO. 2022 - 002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, OFFICIALLY RECOGNIZING NEW TOWN NEIGHBORHOOD ASSOCIATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council, along with staff and citizens, recognizes the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Texarkana, Texas, values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the residents of the New Town area have a deep commitment to bring about positive change in their community with a dedicated group of residents that have joined together to establish a neighborhood association, elect a Board of Directors, and adopt Bylaws, (**ATTH 01**); and

WHEREAS, the New Town Neighborhood Association will be open to and serve residents and property owners of the City of Texarkana in an area bound to the north by College Drive, to the south by New Boston Road, to the west by Summerhill Road, and to the east by Texas Boulevard.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The New Town Neighborhood Association is an officially recognized neighborhood association.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **24th day of January, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-002 RES Recognizing New Town Neighborhood Association (3615 : 2022-002 RES Recognizing New Town Neighborhood

BYLAWS OF THE

New Town Neighborhood Association

ARTICLE I. NAME

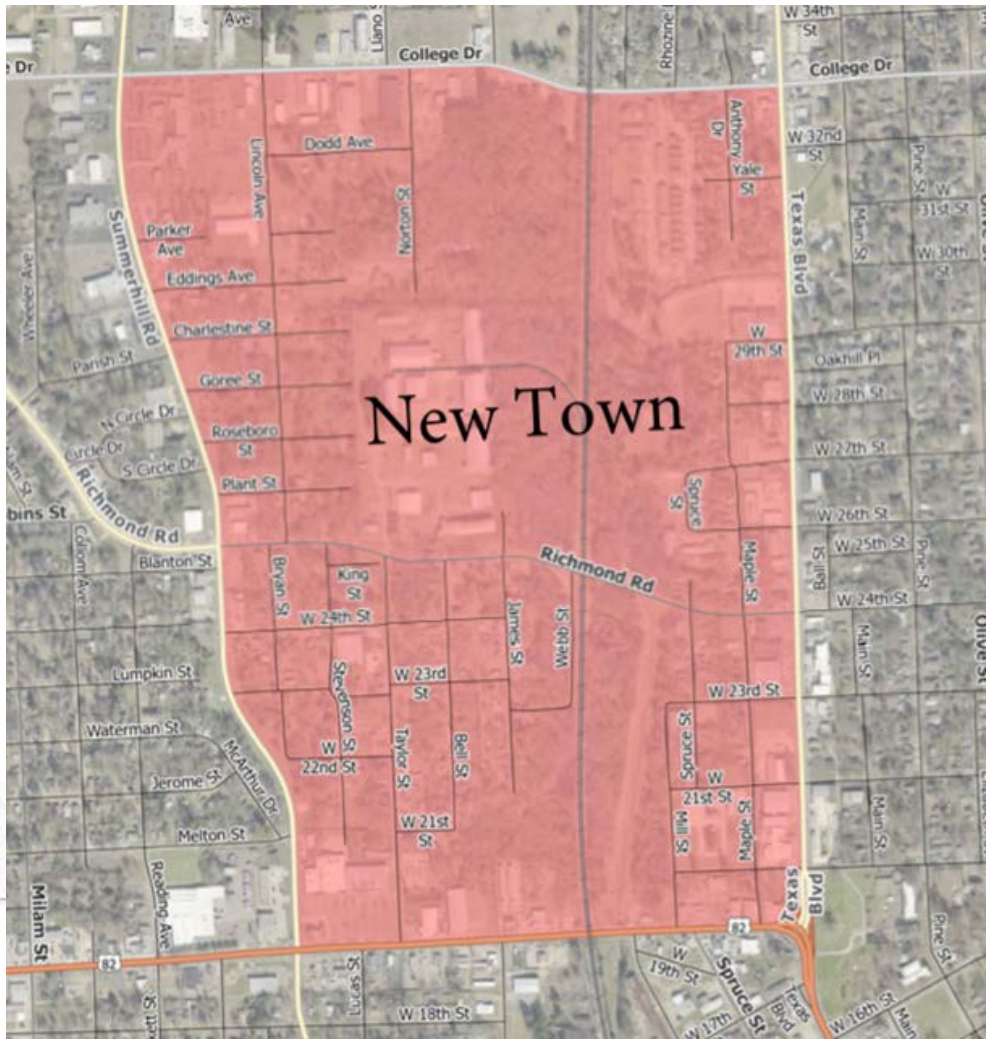
The name of the organization shall be the New Town Neighborhood Association referred herein as the Association.

ARTICLE II. STATEMENT OF PURPOSE

The Association shall be open to all residents living within the boundaries established by the New Town Neighborhood Association who may consider and deal by all lawful means, with common and shared concerns, goals, and activities that affect the quality of life of its community.

The Association shall be focused on housing, community development, recreation, environmental, public safety, and other matters that affect the quality and character of the neighborhood.

ARTICLE III. BOUNDARIES



Attachment: 2022-002 ATTH 01 New Town ByLaws REV 011022 (3615 : 2022-002 RES Recognizing New Town Neighborhood Association)

North Boundary: College Drive

South Boundary: New Boston Rd

West Boundary: Summerhill Rd

East Boundary: Texas Blvd

ARTICLE IV. MEMBERSHIP

1. The membership of the Association shall consist of anyone who lives, works, or owns property within the neighborhood association boundaries who have submitted their names on/for a membership list.
2. A Voting Member shall be a household or business in attendance at an association meeting that has established membership in the Association. Each household or business within the neighborhood shall be entitled to one vote.
3. Membership shall not be denied on the basis of views or opinions contrary to the goals and purposes of the Association.

ARTICLE V. MEETINGS

1. The Association shall hold quarterly meetings (meeting schedule is established by the association but must be at least yearly) for purposes of conducting business as determined by the officers.
2. The Association shall hold an annual meeting for the purpose of electing officers and standing committee chairs.
3. It shall be the duty of the President to call special meetings for purposes which shall be stated in the notice. Notices shall state the time, place, and purpose of the special meeting. No business outside of what has been stated in the notice shall be discussed at the special meeting.
4. Five members shall constitute a quorum for any meeting.
5. At least a seven (7) day notice shall be provided in advance of any association meeting. Every effort will be made to notify all interested parties and members of the Association of upcoming meetings either by direct mailing, pamphlets, newsletters, or announcements at regularly scheduled meetings.
6. All meetings shall be public and open to any interested persons.

Attachment: 2022-002 ATTH 01 New Town ByLaws REV 011022 (3615 : 2022-002 RES Recognizing New Town Neighborhood Association)

7. Residents who do not reside within the New Town Neighborhood Association boundaries are welcome to attend meetings and discuss issues but shall not have a vote.

ARTICLE VI. NOMINATIONS, ELECTIONS, ANNUAL REPORTS AND INSTALLATION OF OFFICERS

1. Nominations of Officers shall be made from the floor at the annual meeting.
2. Election of Officers shall be held on the same day as the nominations.
3. Any vacancy which occurs during the term of any Officer shall be filled by appointment by the Board of Directors.
4. Any officer can be removed from office by a 2/3 majority vote of the Voting Members after a special meeting has been requested at least fourteen (14) days in advance.

ARTICLE VII. OFFICERS

The Voting Members of the Association shall nominate and elect the Officers of the Association. The Officers shall hold office for a term of one (1) year or until successors are elected. The term of office shall begin at the close of the Annual Meeting. The Officers of the Association shall be President, Vice President, Secretary, and Treasurer. The Officers of the Association will comprise the Board of Directors.

President

The President shall call and preside at all meetings, shall act for and on behalf of the membership of the Association, shall appoint any special committees necessary for the operation of Association business, and shall act as official spokesperson for the Association.

Vice President

The Vice President shall, in the absence of the President, assume all of the duties of that office and shall be responsible for publicity and notification of meetings of the Association.

Secretary

The Secretary shall keep a permanent record of all formal meetings and all legal documents and transactions of the association. The Secretary shall transcribe the minutes of each meeting and shall maintain a file copy of same. The Secretary shall at each meeting read the minutes from the previous meeting and have available copies of the minutes for members to have.

Treasurer

The Treasurer shall keep all financial receipts and a permanent record of all financial business of the Association. An up-to-date financial report shall be submitted at each meeting.

Attachment: 2022-002 ATTH 01 New Town ByLaws REV 011022 (3615 : 2022-002 RES Recognizing New Town Neighborhood Association)

Neighborhood Advocates shall be composed of an appropriate number of voting Members, shall be appointed by the Board of Directors, and shall serve in the capacity of gathering and disseminating information critical to the implementation of the purpose of the Association. Every effort will be made to ensure that neighborhood advocates serve specific blocks or streets within the Association boundaries.

ARTICLE VII. COMMITTEES

The President shall have the power to appoint committees as necessary to implement the purposes of the Association.

ARTICLE IX. AMENDMENT OF BYLAWS

The New Town Neighborhood Association Bylaws shall be adopted by a vote of the general membership and may be amended by a majority vote of Voting Members. To amend, a formal written notice, which shall include the location, date, and time of the meeting must be given at least 10 days in advance at the direction of the President and disseminated either in person, by e-mail, by posting, or by mail by the Secretary. The notice and the agenda must include the wording of the proposed change. No change to the bylaws will be valid unless the majority vote to change is received.

DATE ADOPTED: December 21,2021

Melva H. Howe
PRESIDENT

Charlene Cornelius
SECRETARY

Attachment: 2022-002 ATTH 01 New Town ByLaws REV 011022 (3615 : 2022-002 RES Recognizing New Town Neighborhood Association)

New Town

Neighborhood Association Boundary

Kennedy Ln
College Dr
Cherry Hill St
Pineknoll Rd
Shady Ln
Colorado St
Canadian Cir
Potomac Cir
Potomac Pl
W 40th St
Pecos Ave
Canadian Pl
Potomac Ave
Trinity St
Colorado St
Canadian St
Holloway Dr
Rio Grande Ave
Lavaca Ave
FM Dr
TV Ave
Llano St
Sabine Ave
Terrace Ln
Park Cir
Moore Dr
Rhozine Ln
Anthony Dr
Yale St
Dodd Ave
Lincoln Ave
Norton St
Parker Ave
Eddings Ave
Charlestine St
Goree St
Roseboro St
Plant St
Summerhill Rd
Richmond Rd
Robbins St
Tucker St
Blanton St
Collom Ave
Wheeler Ave
Milam St
Connella St
Lumpkin St
Waterman St
McArthur Dr
Jerome St
Melton St
Wilson St
Reading Ave
Cindy St
Jack St
Red Bud Ave
Judson St
Mocking Bird Ln
Blake Ave
Ele St
Martine St
Parish St
N Circle Dr
Circle Dr
S Circle Dr
Robbins St
King Ave
Bryan St
King St
W 24th St
Stevenson St
W 23rd St
W 22nd St
Taylor St
Bell St
W 21st St
James St
Webb St
Maple St
Spruce St
Mill St
Ball St
Oakhill Pl
W 28th St
W 27th St
W 26th St
W 25th St
W 24th St
W 23rd St
W 32nd St
W 31st St
W 30th St
W 29th St
W 39th St
W 38th St
W 37th St
W 36th St
W 35th St
W 34th St
Olive St
Pine St
Main St
Elizabeth St
Wood St
Texas Blvd
82
Lucas St
W 18th St
W 17th St
W 16th St
W 15th St
W 14th St
W 13th St
W 12th St
W 11th St
W 19th St
W 20th St
W 22nd St
W 21st St
W 23rd St
Apple St
Fannin St
Crockett St
Bowie St
Brashear St
Watts St
Vernon St
Della St
Waterall St
Whitaker St
Peach St
Oak St
Elm St
Cedar St
Poplar St
Casteel St
Bowie St
Spruce St
Texas Blvd
Main St
Pine St
Elizabeth St
Wood St
Olive St
W 14th St
W 13th St
W 12th St
W 11th St
W 19th St
W 17th St
W 16th St
W 15th St
W 14th St
W 13th St
W 12th St
W 11th St
W 20th St
W 22nd St
W 21st St
W 23rd St
W 32nd St
W 31st St
W 30th St
W 29th St
W 39th St
W 38th St
W 37th St
W 36th St
W 35th St
W 34th St
W 28th St
W 27th St
W 26th St
W 25th St
W 24th St

Attachment: 2022-002 ATTH 02 New Town Map (3615 : 2022-002 RES Recognizing New Town Neighborhood Association)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:		
Perspectives		**Goals**
Serve the Community	☐	Promote an Environmentally Sensitive & Livable Community
	☑	Provide a Safe Community
	☐	Deliver Quality Services
	☑	Foster a Healthy Community
Run the Operations	☑	Enhance Community Preparedness & Responsiveness
	☑	Maximize Partnership Opportunities
	☐	Provide Courteous & Responsive Customer Service
	☑	Model a Positive City Image
	☐	Deliver Efficient Services
	☑	Cultivate Community Involvement & Access
Manage the Resources	☐	Maintain Fiscal Strength
	☐	Maximize Utilization & Resources
	☐	Invest in Infrastructure & Transportation
Develop Personnel	☐	Develop a Skilled & Diverse Workforce
	☐	Create a Positive & Rewarding Work Culture
Perspectives and Goals Additional Comments:		

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

Public Information Plan:			
☐	Newspaper Notice (Required by Statute)	☐	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☑	None Required	☐	
Other:			

Attachment: 2022-002 Goals & Perspectives (3615 : 2022-002 RES Recognizing New Town Neighborhood Association)

RESOLUTION NO. 2022 - 002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, OFFICIALLY RECOGNIZING NEW TOWN NEIGHBORHOOD ASSOCIATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council, along with staff and citizens, recognizes the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Texarkana, Texas, values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the residents of the New Town area have a deep commitment to bring about positive change in their community with a dedicated group of residents that have joined together to establish a neighborhood association, elect a Board of Directors, and adopt Bylaws, (**ATTH 01**); and

WHEREAS, the New Town Neighborhood Association will be open to and serve residents and property owners of the City of Texarkana in an area bound to the north by College Drive, to the south by New Boston Road, to the west by Summerhill Road, and to the east by Texas Boulevard.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The New Town Neighborhood Association is an officially recognized neighborhood association.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **24th day of January, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:39 p.m.

Attachment: 2022-002 RES New Town Neighborhood Assoc. signed (3615 : 2022-002 RES Recognizing New Town Neighborhood Association)

BYLAWS OF THE

New Town Neighborhood Association

ARTICLE I. NAME

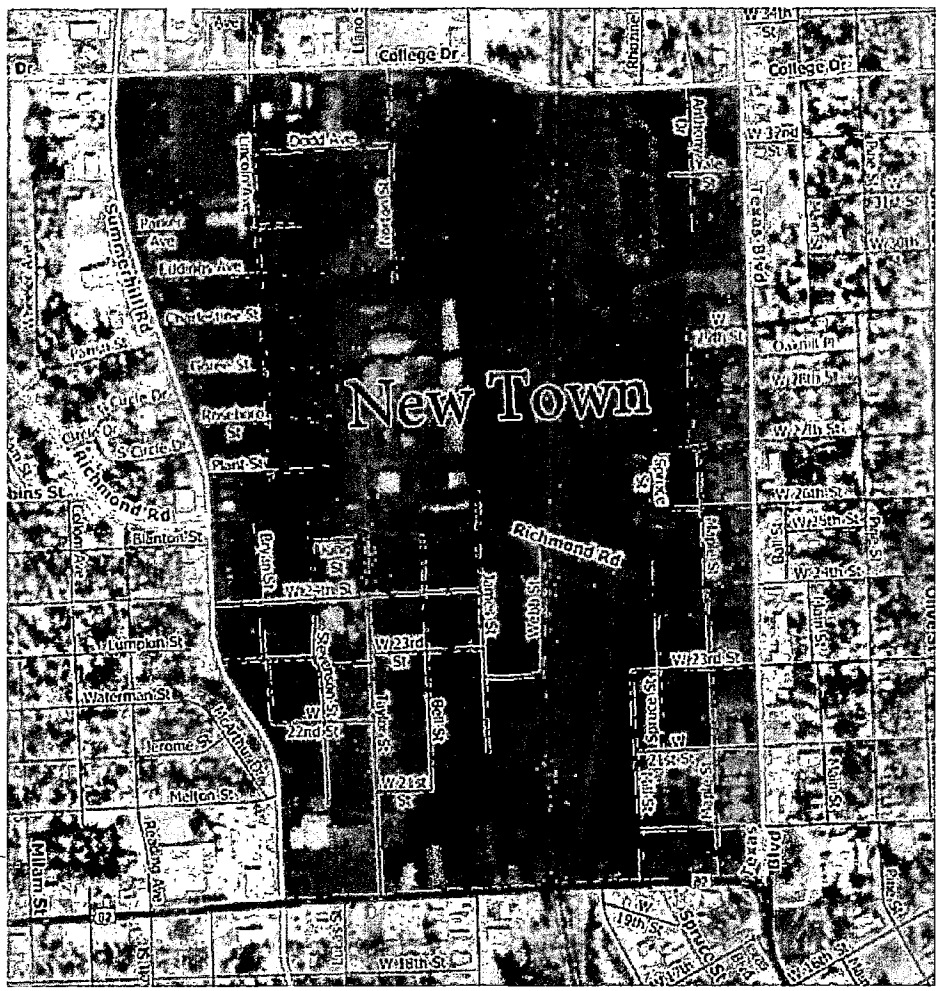
The name of the organization shall be the New Town Neighborhood Association referred herein as the Association.

ARTICLE II. STATEMENT OF PURPOSE

The Association shall be open to all residents living within the boundaries established by the New Town Neighborhood Association who may consider and deal by all lawful means, with common and shared concerns, goals, and activities that affect the quality of life of its community.

The Association shall be focused on housing, community development, recreation, environmental, public safety, and other matters that affect the quality and character of the neighborhood.

ARTICLE III. BOUNDARIES



Attachment: 2022-002 RES New Town Neighborhood Assoc. signed (3615 : 2022-002 RES Recognizing New Town Neighborhood Association)

North Boundary: College Drive

South Boundary: New Boston Rd

West Boundary: Summerhill Rd

East Boundary: Texas Blvd

ARTICLE IV. MEMBERSHIP

1. The membership of the Association shall consist of anyone who lives, works, or owns property within the neighborhood association boundaries who have submitted their names on/for a membership list.
2. A Voting Member shall be a household or business in attendance at an association meeting that has established membership in the Association. Each household or business within the neighborhood shall be entitled to one vote.
3. Membership shall not be denied on the basis of views or opinions contrary to the goals and purposes of the Association.

ARTICLE V. MEETINGS

1. The Association shall hold quarterly meetings (meeting schedule is established by the association but must be at least yearly) for purposes of conducting business as determined by the officers.
2. The Association shall hold an annual meeting for the purpose of electing officers and standing committee chairs.
3. It shall be the duty of the President to call special meetings for purposes which shall be stated in the notice. Notices shall state the time, place, and purpose of the special meeting. No business outside of what has been stated in the notice shall be discussed at the special meeting.
4. Five members shall constitute a quorum for any meeting.
5. At least a seven (7) day notice shall be provided in advance of any association meeting. Every effort will be made to notify all interested parties and members of the Association of upcoming meetings either by direct mailing, pamphlets, newsletters, or announcements at regularly scheduled meetings.
6. All meetings shall be public and open to any interested persons.

Attachment: 2022-002 RES New Town Neighborhood Assoc. signed (3615 : 2022-002 RES Recognizing New Town Neighborhood Association)

7. Residents who do not reside within the New Town Neighborhood Association boundaries are welcome to attend meetings and discuss issues but shall not have a vote.

ARTICLE VI. NOMINATIONS, ELECTIONS, ANNUAL REPORTS AND INSTALLATION OF OFFICERS

1. Nominations of Officers shall be made from the floor at the annual meeting.
2. Election of Officers shall be held on the same day as the nominations.
3. Any vacancy which occurs during the term of any Officer shall be filled by appointment by the Board of Directors.
4. Any officer can be removed from office by a 2/3 majority vote of the Voting Members after a special meeting has been requested at least fourteen (14) days in advance.

ARTICLE VII. OFFICERS

The Voting Members of the Association shall nominate and elect the Officers of the Association. The Officers shall hold office for a term of one (1) year or until successors are elected. The term of office shall begin at the close of the Annual Meeting. The Officers of the Association shall be President, Vice President, Secretary, and Treasurer. The Officers of the Association will comprise the Board of Directors.

President

The President shall call and preside at all meetings, shall act for and on behalf of the membership of the Association, shall appoint any special committees necessary for the operation of Association business, and shall act as official spokesperson for the Association.

Vice President

The Vice President shall, in the absence of the President, assume all of the duties of that office and shall be responsible for publicity and notification of meetings of the Association.

Secretary

The Secretary shall keep a permanent record of all formal meetings and all legal documents and transactions of the association. The Secretary shall transcribe the minutes of each meeting and shall maintain a file copy of same. The Secretary shall at each meeting read the minutes from the previous meeting and have available copies of the minutes for members to have.

Treasurer

The Treasurer shall keep all financial receipts and a permanent record of all financial business of the Association. An up-to-date financial report shall be submitted at each meeting.

Attachment: 2022-002 RES New Town Neighborhood Assoc. signed (3615 : 2022-002 RES Recognizing New Town Neighborhood Association)

Neighborhood Advocates shall be composed of an appropriate number of voting Members, shall be appointed by the Board of Directors, and shall serve in the capacity of gathering and disseminating information critical to the implementation of the purpose of the Association. Every effort will be made to ensure that neighborhood advocates serve specific blocks or streets within the Association boundaries.

ARTICLE VII. COMMITTEES

The President shall have the power to appoint committees as necessary to implement the purposes of the Association.

ARTICLE IX. AMENDMENT OF BYLAWS

The New Town Neighborhood Association Bylaws shall be adopted by a vote of the general membership and may be amended by a majority vote of Voting Members. To amend, a formal written notice, which shall include the location, date, and time of the meeting must be given at least 10 days in advance at the direction of the President and disseminated either in person, by e-mail, by posting, or by mail by the Secretary. The notice and the agenda must include the wording of the proposed change. No change to the bylaws will be valid unless the majority vote to change is received.

DATE ADOPTED: December 21,2021

PRESIDENT

SECRETARY

Attachment: 2022-002 RES New Town Neighborhood Assoc. signed (3615 : 2022-002 RES Recognizing New Town Neighborhood Association)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 1/11/2022 11:56 AM

Lead Department: Planning and Community Development **Action Officer:** Vashil Fernandez, PCD Director

Subject: Resolution No. 2022-002 recognizing New Town Neighborhood Association as an official neighborhood association.

Briefing: 1/24/2022 **Public Hearing:** 1/24/2022 **Council Vote:** 1/24/2022

Item Schedule

Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The residents and property owners of the New Town community have worked to establish a neighborhood association named New Town Neighborhood Association. With approximately 9 members currently, the association is comprised of dedicated individuals who are deeply invested in New Town. The association recently established a Board of Directors and passed Bylaws. The New Town Neighborhood Association desires to be recognized by the City as an official neighborhood association and plans to pursue incorporation followed by status as a 501 (c) 3 in the future.

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:

Staff recommends for approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-002 RES Recognizing New Town Neighborhood Association (DOCX)
b. 2022-002 ATTH 01 New Town ByLaws REV 011022 (PDF)
c. 2022-002 ATTH 02 New Town Map (PDF)
d. 2022-002 Goals & Perspectives (DOCX)
e. 2022-002 RES New Town Neighborhood Assoc. signed (PDF)

Staff Coordination

Planning and Community Development		Vashil Fernandez	Department Head Review	
	Completed	12/29/2021 3:54 PM		
City Manager	David Orr	City Manager Review	Completed	01/07/2022 9:44 AM
City Council	Jennifer Evans	Meeting	Completed	01/10/2022 6:00 PM

Meeting History

01/10/22	City Council	MOVED FORWARD	Next: 01/24/22

Attachment: 2022-003 ORD Summit - Centerpoint franchise transfer v2 (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

PUBLISH

ORDINANCE NO. 2022-003

AN ORDINANCE OF PUBLIC CONVENIENCE AND NECESSITY OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE ASSIGNMENT AND TRANSFER OF A PUBLIC UTILITY FRANCHISE TO SUMMIT UTILITIES ARKANSAS, INC., ASSIGNEE OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ARKANSAS GAS, FOR THE CONTINUED PROVISION OF AND TO MAINTAIN AND OPERATE A NATURAL GAS UTILITY BUSINESS SYSTEM IN THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE AND A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, by Ordinance No. 335-84 duly enacted on the Third and Final Reading on December 17, 1984, awarded a non-exclusive franchise privilege to Arkansas Louisiana Gas Company, its successors and assigns, for the construction, maintenance and operation of a natural gas supply company, pursuant to Article XV, Section 1 of the City Charter of the City of Texarkana, Texas; and

WHEREAS, Section 19 of Ordinance No. 335-84 provides that the gas company "may not sell or transfer its franchise or rights to another … nor … transfer any rights under this franchise to another without approval by the City's [sic] Council. Such franchise approval will not be granted until the … assignee … has filed in the office of the City Secretary of the City of Texarkana, Texas, an instrument, duly executed, reciting the fact of such … assignment … and accepting the terms of applicable law and this franchise."; and

WHEREAS, the City of Texarkana, Texas, by Ordinance No. 188-87 duly enacted on the Third and Final Reading on September 14, 1987, amended Section 11 of Ordinance No. 335-84 to increase the payment made by the gas company to the City from two percent (2%) of the gross revenues received by the company to three percent (3%) of the gross revenues so received; and

WHEREAS, the City of Texarkana, Texas, by Ordinance No. 241-05 duly enacted on the Third and Final Reading on October 10, 2005, amended Section 11 of Ordinance No. 335-84 to increase the payment made by the gas company to the City from three percent (3%) of the gross revenues received by the company to four percent (4%) of the gross revenues so received; and

WHEREAS, on August 28, 2017, by Ordinance No. 2017-083, the City Council approved rate schedules and service charges proposed for residential and commercial gas service by CenterPoint Energy Resources Corp. (CERC), to be effective as of September 1, 2017, and ordered CERC to file with the City Clerk tariff sheets containing residential and commercial rate schedules identical to those rate schedules included with said ordinance; and

WHEREAS, on June 11, 2021, CERC and Summit Utilities Arkansas, Inc. (SUA) filed with the Arkansas Public Service Commission a Joint Application for approval of a proposed transaction whereby CERC would sell, and SUA, as the ultimate owner and operator, would acquire certain of CERC's public utility natural gas assets, comprised of an operating unit or system, which provide service to customers in Arkansas, as well as certain areas located in Bowie County, Texas, including Texarkana, Texas; and

WHEREAS, on December 6, 2021, the Arkansas Public Service Commission, Docket No. 21-060-U, Order No. 11, found, ordered, and directed, among other things, that SUA has the experience and expertise to operate a public utility in compliance with Arkansas laws and regulations and provide quality customer

Attachment: 2022-003 ORD Summit - Centerpoint franchise transfer v2 (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

PUBLISH

service to CERC's Arkansas customers, granted a Certificate of Public Convenience and Necessity pursuant to Arkansas law to operate as a natural gas utility to provide natural gas services in Arkansas effective upon the closing of the transaction with CERC, and cancelled the Certificate of Public Convenience and Necessity of CERC to operate as a natural gas utility to provide natural gas services in Arkansas effective upon the closing of the transaction with SUA; and

WHEREAS, on December 13, 2021, SUA filed with the Arkansas Public Service Commission, in compliance with Docket No. 21-060-U, Order No. 11, a revised tariff consistent with the Order; and pertinent to the City of Texarkana, Texas, the revised Arkansas tariff eliminated or terminated two riders, the Trial Billing Determinant Adjustment Tariff (BDA) and Formula Rate Plan Rider (FRP), which had been directly referenced and incorporated into the City's tariff approved by the City Council by Ordinance No. 2017-083; and

WHEREAS, SUA, as Assignee of CERC, intends to submit to the City Secretary prior to the final reading of this ordinance a duly executed instrument consistent with the requirements of Section 19 of Ordinance No. 335-84, documenting SUA's purchase of CERC's natural gas utility business and assets serving customers within the Texarkana, Texas, service territory and acquisition of substantially all of the utility operating assets of CERC located in the Texarkana, Texas, service territory, and reciting acceptance of the terms of applicable law and the City's non-exclusive public utility franchise privilege; and

WHEREAS, SUA proposes no increase in the City's rates, but rather a continuation of the same tariff approved by the City Council in Ordinance No. 2017-083 except for deleting the defunct BDA and FRP riders given the elimination or termination of said riders from the Arkansas tariff structure (the City Council shall consider and act upon SUA's proposal after the final reading and approval of this ordinance); and

WHEREAS, by this Ordinance, the City Council approves the assignment and transfer to SUA of the City's non-exclusive franchise privilege for the continued provision of and to maintain and operate a natural gas utility business system in the City of Texarkana, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1. Pursuant to Article XV of the City Charter of the City of Texarkana, Texas, the City Council approves the assignment and transfer of the City's non-exclusive franchise privilege as set forth in Ordinance No. 335-84 as amended, to Summit Utilities Arkansas, Inc., for the continued provision of and to maintain and operate a natural gas utility business system in the City of Texarkana, Texas; and the duration of said franchise now held by Summit Utilities Arkansas, Inc., shall be for the period beginning with the effective date hereof and ending twenty-five (25) years thereafter.

SECTION 2. A copy of the acceptance of said franchise, in the form attached as Exhibit "A" to this Ordinance, shall, upon execution by Summit Utilities Arkansas, Inc., and the filing of said executed copy with the City Secretary of the City of Texarkana, Texas, be substituted for the placeholder form and thereafter shall be considered a part of this Ordinance and incorporated herein by reference for all purposes.

SECTION 3: In case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict; provided, however, that nothing in this Ordinance shall be construed to waive, abandon, or repeal any rights or benefits inuring to the City of Texarkana, Texas, under the terms of Ordinance No. 335-84 or any amendments thereto.

PUBLISH

SECTION 5: Pursuant to Article XV of the City Charter of the City of Texarkana, Texas, this Ordinance amending a public utility franchise shall be read at three regular meetings of the Council and shall not be finally acted upon until thirty (30) days after the first reading thereof. Within ten (10) days following the first reading of this Ordinance, the full text hereof shall be published one time in the Texarkana Gazette, and the expense of such publication shall be borne by Summit Utilities Arkansas, Inc. Additionally, the caption of this Ordinance shall be published for three (3) consecutive days in the Texarkana Gazette within ten (10) days of the final passage of this Ordinance on third reading, and the expense of those publications shall also be borne by Summit Utilities Arkansas, Inc.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval, adoption, and publication, subject, however, to the filing of the acceptance of the Ordinance as provided in Section 2, above.

FIRST READING APPROVED in Regular Council Session on this the **10th day of January, 2022.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

SECOND READING APPROVED in Regular Council Session on this the **24th day of January, 2022.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

THIRD READING APPROVED, PASSED, AND FINALLY ACTED UPON in Regular Council Session on this the **14th day of February, 2022.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-003 ORD Summit - Centerpoint franchise transfer v2 (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

PUBLISH

Exhibit A

Acceptance of Summit Utilities Arkansas, Inc.

WHEREAS, the City Council of the City of Texarkana, Texas, on the 14th day of February, 2022, enacted an Ordinance entitled:

ORDINANCE NO. 2022-003

AN ORDINANCE OF PUBLIC CONVENIENCE AND NECESSITY OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE ASSIGNMENT AND TRANSFER OF A PUBLIC UTILITY FRANCHISE TO SUMMIT UTILITIES ARKANSAS, INC., ASSIGNEE OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ARKANSAS GAS, ITS SUCCESSORS AND ASSIGNS, FOR THE CONTINUED PROVISION AND TO MAINTAIN AND OPERATE A NATURAL GAS UTILITY BUSINESS SYSTEM IN THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, said Ordinance was duly authenticated by the signatures of the Mayor and the City Secretary, and was properly caused to be published by the City Secretary.

NOW, THEREFORE, by and through its undersigned authorized officer, SUMMIT UTILITIES ARKANSAS, INC., hereby files this its written acceptance with the City Secretary of the City of Texarkana, Texas, accepting Ordinance No. 2022-003 and the provisions therein for an assignment and transfer of the public utility franchise originally set forth in Ordinance No. 335-84, as amended by Ordinance No. 188-87, as amended by Ordinance No. 241-05, and any subsequent amendments thereto, and as governed by Article XV of the City Charter of the City of Texarkana, Texas, all incorporated herein by reference for all purposes; and under the public utility franchise now assigned and granted for the time period stated in Ordinance No. 2022-003, SUMMIT UTILITIES ARKANSAS, INC., agrees to abide by the terms of said franchise and pay to the City of Texarkana, Texas, the amount established therein for the continued use and occupancy of the streets, alleys, highways, easements, parks, and other public places within the City.

Summit Utilities Arkansas, Inc.

Attest:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Filed in the office of the City Secretary of the City of Texarkana, Texas, on this the _____ day of _____, 2022.

_____
Jennifer Evans, TRMC
City Secretary

Attachment: 2022-003 ORD Summit - Centerpoint franchise transfer v2 (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

ARTICLE XV. FRANCHISES AND PUBLIC UTILITIES[1]

Sec. 1. Power to grant or amend franchise; maximum term of franchise.

The Council shall have the power by ordinance to grant, renew, and extend all franchises of all public utilities of every character operating within the City, and, with consent of the franchise holder, to amend the same. Provided, however, that no franchise shall be granted for a term of more than twenty-five (25) years.

Sec. 2. Ordinance granting franchise.

Every ordinance granting, renewing, extending, or amending a public utility franchise shall be read at three (3) regular meetings of the Council, and shall not be finally acted upon until thirty (30) days after the first reading thereof. Within ten (10) days following the first reading of the ordinance, the full text thereof shall be published one time in the official newspaper of the City, and the expense of such publication shall be borne by the prospective franchise holder.

Sec. 3. Transfer of franchise.

No public utility franchise shall be transferred by the holder thereof except with the approval of the Council expressed by ordinance.

Sec. 4. Forfeiture of franchise and regulation of holder thereof.

Every grant, renewal, extension, or amendment of a public utility franchise, whether so provided in the ordinance or not, shall be subject to the right of the Council:

(1) To forfeit any such franchise by ordinance at any time for failure of the holder thereof to comply with the terms of the franchise. Such power shall be exercised only after written notice to the franchise holder stating wherein the franchise holder has failed to comply with the terms of the franchise and setting a reasonable time for the correction of such failure, and shall be exercised only after hearing and after such reasonable time has expired.

(2) To impose reasonable regulations to insure safe, efficient and continuous service to the public.

(3) To require such expansion, extension, enlargement and improvements of plants and facilities as are necessary to provide adequate service to the public.

(4) To require every franchise holder to furnish to the City, without cost to the City, full information regarding the location, character, size, length and terminals of all facilities of such franchise holder in, over and under the streets, alleys, and other public property of the City; and to regulate and control the location, relocation, and removal of such facilities.

(5) To collect from every public utility operating in the City such proportion of the expense of excavating, grading, paving, repaving, constructing, reconstructing, draining, repairing, maintaining, lighting, sweeping, and sprinkling the streets, alleys, bridges, culverts, viaducts, and other public places of the City as represents the increased cost of such operations resulting from the occupancy of such public places by such public utility, and such proportion of the costs of such operations as results from the damage to or disturbance of such public places caused by such public utility; or to compel such public utility to perform, at its own expense, such operations as above listed which are made necessary by the occupancy of such public places by such utility or by damage to or disturbance of such public places caused by such public utility.

Attachment: 2022-003 ATTH 01 Art XV Charter (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

(6) To require every franchise holder to allow other public utilities to use its poles and other facilities, including bridges and viaducts, whenever in the judgement of the Council such use shall be in the public interest, provided that in such event a reasonable rental shall be paid such owner of facilities for such use. Provided further, that inability of such public utilities to agree upon rentals for such facilities shall not be an excuse for failure to comply with such requirement by the Council.

(7) a. To require the keeping of accounts in such form as will accurately reflect the value of the property of each franchise holder which is used and useful in rendering its service to the public and the expenses, receipts and profits of all kinds of such franchise holder.

b. To examine and audit at any time during business hours the accounts and other records of any franchise holder.

c. To require reports on the operations of the utility, which shall be in such form and contain such information as the Council shall prescribe.

Sec. 5. Regulation of rates.

The Council shall have full power, to the extent and in the manner authorized by state and federal law, after notice and hearing to regulate by ordinance the rates, charges, and fares of every public utility franchise holder operating in the City and of any other person, firm or corporation exercising any public privilege in the City.

Every such utility or person, firm or corporation who shall request an increase in rates, charges or fares, shall have, at the hearing of the Council called to consider such request, the burden of establishing by clear, competent and convincing evidence, the value of its investments properly allocable to service in the City, and the amount and character of its expenses and revenues connected with the rendering of such service. Such hearing of the Council shall be held not later than thirty (30) days from the date of the filing of a written request for an increase in rates, charges, or fares. If, upon such hearing, the Council is not satisfied with the sufficiency of the evidence so furnished, it shall be entitled to call upon such utility, person, firm, or corporation, for the furnishing of additional evidence at a subsequent date, to which said hearing may be adjourned, which adjourned hearing shall be held not later than thirty (30) days from the date of such original hearing. Upon calling for the furnishing of such additional evidence at such adjourned hearing the Council shall have the right to select and employ, then and later, rate consultants, auditors, and attorneys to conduct investigations, present evidence, advise the Council, and conduct litigation on such requested increase in rates, charges or fares; and said utility, person, firm, or corporation shall reimburse the City for its reasonable and necessary expenses so incurred. Such rate consultants, auditors and attorneys shall be qualified, competent, and of good standing in their professions. The Council shall within one hundred eighty (180) days after the date of said adjourned hearing determine and fix by ordinance the rates, charges, or fares to be charged by the applicant filing such request for an increase in rates, charges, or fares. No such utility, person, firm or corporation shall institute any legal action to contest any rates, charges or fares until the rates, charges or fares have been fixed by the Council in accordance with the procedures herein contained, provided however, the failure of the Council to make determination of rates, charges of [or] fares by ordinance within the one hundred eighty (180) day period herein specified shall be deemed a denial of the application for increase theretofore filed. Any time or times prescribed herein may be extended by resolution of the Council and written agreement of the applicant. Upon failure of the Council to hold any hearings or make determination of rates, charges, or fares by ordinance within the times or extended times as herein provided, the request for increase shall be deemed denied, and no further action shall be prerequisite to institution of legal action by the applicant to contest such rates, charges, or fares as theretofore fixed by the Council.

(Ord. No. 136-2000, § 25, 5-11-2000)

Attachment: 2022-003 ATTH 01 Art XV Charter (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

ORDINANCE NO. 335-84

AN ORDINANCE AUTHORIZING AND GRANTING THE ARKANSAS LOUISIANA GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A NATURAL GAS SYSTEM IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; INCLUDING THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR, REMOVE AND REPLACE NATURAL GAS TRANSMISSION AND DISTRIBUTION LINES, OVER, UNDER AND THROUGH ANY OF THE PUBLIC STREETS, ALLEYS, AVENUES, SIDEWALKS, PARKS, PUBLIC GROUNDS AND OTHER PUBLIC PLACES OF SAID CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FOR SAID PURPOSES; PROVIDING FOR CONSIDERATION FOR THE FRANCHISE; PROVIDING FOR REGULATION BY THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, GOVERNING THE CONDUCT, OPERATION, SERVICE AND RATES OF SAID ARKANSAS LOUISIANA GAS COMPANY; PROVIDING FOR THE DURATION AND TERMINATION OF THE FRANCHISE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATION OF THE TERMS OF THIS ORDINANCE; PROVIDING FOR PUBLICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Arkansas Louisiana Gas Company, a corporation, hereinafter referred to as the transmission and distribution "Company", is now and has been engaged in the natural gas business in the State of Texas and in furtherance thereof has constructed or maintained certain items of its plant facilities in the City of Texarkana, Bowie County, Texas, hereinafter referred to as the "City" for many years, pursuant to such rights as have been granted to it by and under the laws of the State of Texas and subject to the exercise of such reasonable rights and regulations under the police power as have been lawfully granted by and under said laws to said City; and

WHEREAS, Section 2.01 of Article 1446e of the Civil Statutes of the State of Texas (Gas Utility Regulatory Act) provides in part that the governing body of each municipality shall have exclusive original jurisdiction over all gas utility rates, operations and services provided by any gas utility within its City limits; and

WHEREAS, Article XV of the Charter of the City of Texarkana, Texas provides that the City Council of the said City shall have the power by Ordinance to grant, renew and extend all franchises of all public utilities of every character operating within the said City for a term not to exceed twenty-five (25) years; and

WHEREAS, the Arkansas Louisiana Gas Company was granted a franchise to provide natural gas and services to the City of Texarkana, Texas by the City Council of said City by Ordinance 18-58 approved and passed on the 25th day of March, 1958, the term of said granted franchise to expire on the 25th day of March, 1983;

Attachment: 2022-003 ATTH 02 Ord. 335-84 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

2022-003 ATTH 02

9.3.c

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1.

That, for the purposes of this Ordinance, the following terms and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(1) "Company" is the Arkansas Louisiana Gas Company, a corporate division of ARKLA, Inc., and its successors and assigns.

(2) "City" is the City of Texarkana, Bowie County, Texas.

(3) "City Council" or "Council" is the present City Council and its successors, elected as provided by the Charter of the City of Texarkana, Bowie County, Texas and other relevant statutes, or the incumbent or incumbents of any office or offices, hereafter created by law or by Charter, performing the same or similar functions as said City Council.

SECTION 2.

The said Company, its successors and assigns are hereby granted a franchise with full right, power and authority to acquire, install, operate, maintain, repair, and remove natural gas transmission and distribution lines and all other necessary apparatus and appliances within the present corporate limits of Texarkana, Texas and within said limits as the same from time to time may be extended, for the purpose of transmitting and distributing to said City and its inhabitants natural gas energy for heat, power, and miscellaneous other uses and for said purpose the said Company is granted the right and privilege to enter upon and use the public streets, avenues, bridges, highways, underpasses, alleys, parks, and other public grounds of said City to install, maintain, operate, repair or to remove such natural gas transmission and distribution lines, apparatus, appliances, connections and attachments as may be necessary and proper, subject to the terms hereinafter provided and further subject to applicable statutes and regulation. Authority is granted to the Company to lay underground natural gas transmission and distribution lines in the rights-of-way of streets, alleys and highways, and to break up the surface therefor, and to make proper excavations, and lay conduits under the streets and sidewalks, subject to the regulations, limitations and conditions herein prescribed. This franchise is to be in full force and effect for the period beginning with the effective date hereof and ending twenty-five (25) years thereafter.

Attachment: 2022-003 ATTH 02 Ord. 335-84 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

SECTION 3.

a. That said natural gas transmission and distribution lines and other apparatus and appliances shall be installed and placed under the direction of the City Manager or his duly authorized agent and in such places and in such manner as will be consistent with safety and the least interference with other public uses of said streets, alleys, highways and public grounds of the City; provided, that said streets shall not be unnecessarily obstructed and shall within a reasonable length of time be placed in as good condition and repair as before said installation at the expense of the Company and the Company shall hold the City harmless from any liability arising from any negligence, act or omission of said the Company in the construction, maintenance and operation of said natural gas transmission and distribution system. Should the Company fail to clear obstructions or to make necessary repairs of conditions caused by the Company, the City may clear obstructions and make repairs, or cause them to be cleared or made, and the Company shall reimburse the City for the reasonable costs of same.

b. The City, upon 30-days written notice to the Company specifying new locations for facilities along the public rights-of-way, shall have the right to require the re-location of all lines, mains, pipes, meters and other appliances for the distribution of natural gas at the expense of the Company to conform to the changing of grade, improving, resurfacing, widening, straightening, reconstructing, or altering the course and width in the layout of streets or alleys or public ways, or to make room for the laying or changing of water, sanitary sewer, storm sewer or other utility lines owned by the City, where such Company facilities are located within public rights-of-way or easements owned by the City. Such relocation shall be at the expense of the Company, regardless of the source of funding for such alterations and changes, whether federal, state, or local. If, however, a particular funding source agreement permits expenditure of funds for public utility relocation, and if the total project funds available under the agreement for the overall project are sufficient, in the sole judgment of the City, to reimburse the Company for such relocations, as well as to complete the City project, then the City may allocate funds to the Company as reimbursement for relocations in an amount not to exceed any limitation or restriction set forth in the funding source agreement.

c. The City expressly reserves the right of exclusive dominion, control and jurisdiction of the use and occupancy of the public streets, alleys, public easements and highways in the City of Texarkana, Texas, and it is

Attachment: 2022-003 ATTH 02 Ord. 335-84 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

2022-003 ATTH 02

9.3.c

mutually agreed that all expense attached to and incurred in the transmission and distribution of natural gas shall be borne by the Company, except as herein provided.

SECTION 4.

The City shall have the right to require the Company to extend its natural gas transmission and distribution lines reasonable distances within legally authorized areas as authorized by this franchise for the distribution of natural gas to any person, firm or corporation residing or doing business within such distance along or from any public street, alley, highway, or other public place in which the Company facilities are located and who apply to the Company for such service, and the Company shall construct all natural gas transmission and distribution lines and set the meter at its own expense and cost at a suitable location on the premises of the applicant. Thereafter, yard line shall be inspected and maintained as perscribed in any applicable rules and regulations of the Company, City, State or Federal agency. All other initial costs of installation of service as outlined in the Company's rules and regulations shall be borne by the applicant. The Company, however, shall not be required to make any extension beyond and further than a reasonable distance from any public street, alley, highway, or other public place, unless in the opinion of the Company a reasonable and compensatory return or income on such additional expense incurred in making such further and distant extension will be forthcoming. Applicants may appeal Company decisions in such extension matters to the City Council. The Company shall file with the City for approval a gas main connection and extension policy consistent with this section, if no prior approval has been granted.

SECTION 5.

The Company shall make reasonable efforts to prevent interruptions of service, and shall, when interruptions occur, re-establish service in the shortest possible time. The Company shall make reasonable provisions to meet emergencies resulting from failure of service; provided that nothing in this section shall operate to modify or expand the Company's liability, if any, to third parties from interruptions or failure of service caused by force majeure or other causes beyond the reasonable control of the Company.

SECTION 6.

In all cases where gas is sold on meter basis, the billing meter shall be furnished to the consumer without charge, but said meter or meters shall remain the property of the Company.

Attachment: 2022-003 ATTH 02 Ord. 335-84 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

If an approved policy has not been previously filed, the Company shall file with the City for approval its policies regarding examination and testing of meters and other instruments. Such policies must be consistent with the regulations of the Railroad Commission of the State of Texas, and other applicable statutes and with the provisions of the Substantive Rules of the Railroad Commission and the City pertaining to meters.

SECTION 7.

RATES AND CHARGES

a. Proceedings before the City Council related to fixing of rates and charges shall be governed by the valid provisions of the City's Charter and by the Texas Gas Utility Regulatory Act (Article 1446e, Texas Civil Statutes), as amended, as applicable to the City.

b. The Company shall be permitted to charge rates for service in the City of Texarkana, Texas, as set forth on a rate schedule duly approved by passage of an Ordinance by the City Council after proceedings as prescribed by law. Said rates shall remain in effect until changed or readjusted in accordance with law and the City's regulatory powers, or the order, judgment and decrees of any superior regulatory body or court of competent jurisdiction.

SECTION 8.

The Company shall have the right to require each applicant for gas service to establish credit with the Company in accordance with procedures, rules and policies to be filed by the Company with the City and approved by the City Council. Said rules shall not be inconsistent with the Substantive Rules on this subject issued by the City and the Railroad Commission of the State of Texas.

SECTION 9.

The Company, its officers and employees, shall have the full rights and power to require of every consumer a contractual right of ingress and egress upon and from any and all consumers' properties for the purpose of installing, moving, changing and reading meters; and for the purpose of testing, examining and inspecting connections, at reasonable times if, as and when the Company chooses, in a manner not inconsistent with existing local, state, or federal laws or constitutional protections.

SECTION 10.

The Company shall have the right to refuse to supply gas service to any person, firm or corporation and to discontinue gas service to any firm, person or corporation in accordance with City, state and federal law or regula-

Attachment: 2022-003 ATTH 02 Ord. 335-84 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

tions and approved rules and regulations of the Company not inconsistent with such laws or regulations on file with the City governing the service applied for.

SECTION 11.

The Company, its successors and assigns, so long as it or they shall continue the use and occupancy of the streets, alleys, highways, easements, parks and other public places within the City under this franchise granted by City, and so long as it or they shall continue to serve City with natural gas in consideration of the rights and privileges herein granted, shall pay quarterly to City two percent (2%) of the gross revenues received by Company, its successors or assigns, during the immediately preceding calendar quarter from sales of natural gas within the corporate limits of the City of Texarkana, Texas. Said quarterly payments of two percent (2%) shall be payable quarterly during the term of this franchise on the first day of February, the first day of May, the first day of August and the first day of November of each year for the three-months periods ending respectively December 31, March 31, June 30 and September 30, respectively. This compensation shall be made by the Company and accepted by City as full payment for the privilege of using and occupying the streets, alleys, highways, easements and other public rights-of-way within the City and in lieu of other charges connected with that use and occupation, such as rentals, supervision and inspection, and in lieu of license and inspection fees, street or alley rentals, or any other license fees or street rentals of whatsoever kind and character which City may impose or hereafter be authorized and empowered by law to collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property and further excepting the right of the City to reimbursement from the Company for its reasonable and necessary consultant, auditor, and attorney fees as provided for in Article XV of the City's Charter and Section 3.03 of the Gas Utility Regulatory Act, as amended. Notwithstanding the above or any other provision of this franchise agreement, in the event that the Texas Civil Statutes are amended to provide that the aggregate amount which a city may charge a public utility for the use of its streets, alleys, and public ways may exceed the equivalent of two per cent (2%) of the gross receipts of such utility within such municipality, the City may, upon sixty (60) days written notice to Company, increase the amount of compensation provided for in this agreement to an amount not to exceed that which may be established by the said Texas Statutes, as amended, and in accordance with applicable regulatory provisions of the City of Texarkana and the Railroad Commission of the State of Texas.

Attachment: 2022-003 ATTH 02 Ord. 335-84 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

2022-003 ATTH 02 9.3.c

SECTION 12.

a. The Company shall file a quarterly report with the City reflecting gross receipts subject to the above stipulated franchise fee. Such report shall present gross receipts for calendar quarters ending December, 31, March 31, June 30 and September 30, and shall be due on the same date as is the franchise fee for each quarter as hereinbefore noted.

b. Penalty: Notwithstanding any other provision of this franchise agreement, there shall be assessed as a penalty an additional fee of ten percent (10%) of the amount due for quarterly or annual payments not received by the City on or before the applicable due date. Fees and penalties delinquent for more than thirty (30) days shall accrue interest at the rate of ten percent (10%) per annum.

SECTION 13.

This franchise is not intended to be and shall not be an exclusive franchise to the Company, but the same shall be a non-exclusive franchise only, subject to the City's rights to grant similar franchises to other gas transmission and distribution companies or corporations or firms, and subject to the right and privilege of the City to establish, operate and maintain a municipally owned natural gas transmission and distribution system.

In the event of the extension of the present city limits of the City of Texarkana, Texas, however the same may be brought about, all of the rights, duties, liabilities, obligations and covenants herein set forth likewise shall apply to such extensions of territory, if under the provision of applicable Texas Civil Statutes the Company is entitled to provide service in the extended territory.

SECTION 14.

The Company agrees that in the exercise of all the rights, powers and privileges incidental thereto, granted in this franchise, that it will:

a. Comply with all valid Ordinances of the City of Texarkana, Texas now in effect or hereafter enacted, relative to installation of natural gas transmission and distribution lines in, over or under the public properties of said City and in doing such work will indemnify and hold harmless the City from any and all liability which may arise by reason of any act done or omitted to be done by the Company, its successors and/or assigns.

b. That the Company agrees to and will be governed by all of the valid provisions of the Charter and Ordinances of the City of Texarkana, Texas, and by the laws of the State of Texas and the United States having to do with utilities and/or utility franchises and/or utility regulation.

Attachment: 2022-003 ATTH 02 Ord. 335-84 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

SECTION 15.

In addition to the other obligations hereunder, the Company expressly agrees, in consideration of the grant of this franchise, that in no event shall the Company have the right to charge a higher rate for natural gas and natural gas service within the City of Texarkana, Texas than is charged for the same and similar services in the City of Texarkana, Arkansas, so long as the governing body of the City retains exclusive original jurisdiction over the rates and operations of gas utilities within the City. It is understood that the purpose of this provision is to prevent discrimination in rates for services of the Company between the City of Texarkana, Texas and the City of Texarkana, Arkansas, which cities, although divided by a State border: are contiguous; share a jointly-owned water system, sewer system, and airport; operate a joint library service; the same telephone company; and by the grantee herein, the same gas company. In imposing this condition, the City is not waiving nor attempting to waive any part of its regulatory powers, nor does the Company, its successors or assigns, waive any rights which it may have to invoke the authority of the City Council of the City of Texarkana, Texas, the Railroad Commission of the State of Texas, or a Court or other regulating body having appellate jurisdiction in the matter, to secure and implement an order authorizing the charging of higher rates in Texarkana, Texas than are actually at the time being charged in Texarkana, Arkansas. If a higher rate is being charged in Texarkana, Arkansas under a temporary restraining order or bond, then the Company or its successors or assigns, shall not have the right to consider that such temporary rate is being charged in Texarkana, Arkansas but shall charge in Texarkana, Texas a rate not higher than the one which would then be in effect in Texarkana, Arkansas, but for such temporary order. Any lower rates granted to the City of Texarkana, Arkansas shall inure to the benefit of the City of Texarkana, Texas.

Nothing in this Section shall be construed to limit, inhibit, or otherwise affect the appellate jurisdiction of the Railroad Commission of the State of Texas, or any other regulatory or judicial body having such appellate jurisdiction, over rates, operations, and services of the Company within the City or any right of the Company to invoke such appellate jurisdiction over any order, decision or ordinance of the City of Texarkana, Texas, regarding the Company's rates, operations, or services within the City or the right to implement any resulting Commission order.

SECTION 16.

Company rules, regulations, and policies. The Company shall promulgate and file such rules, regulations, practices, terms, conditions and stan-

Attachment: 2022-003 ATTH 02 Ord. 335-84 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

dards governing the conduct of its business and affecting rates and natural gas service as shall be reasonably necessary to enable the Company to exercise its rights and to perform its obligations under this franchise, and to assure to the extent possible an uninterrupted service to each and all its customers, and same shall continue in force until amended by the Company or changed by the City or superior regulatory or judicial authority. Provided, however, that same shall not be in conflict with the provisions of this franchise or of the City Charter or Ordinances of the City or of the laws of the State of Texas or the United States.

SECTION 17.

Re-filing Required. Notwithstanding any other provision of this franchise, all rules, regulations, practices, terms, conditions and standards of the Company which affect rates or natural gas service and which were in force under prior franchises granted by the City, and which the Company desires to keep in force, shall be refiled with the City within 30 days of the effective date of this franchise, and same shall thereafter continue in force until amended by the Company or until changed by the City or superior regulatory authority or court of competent jurisdiction. Any of same existing prior to the effective date of this franchise and not so refiled shall be considered null and void as of the above-specified refiling deadline.

SECTION 18.

Conditions on Street Occupancy.

a. Use. All transmission and distribution structures, mains and equipment installed by the Company within the City shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways, places, and easements.

b. Disturbance of Surfaces. In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Company shall, at its own cost and expense and in a manner approved by the City, replace and restore all paving, sidewalk, driveway or surface of any street, alley or other right-of-way disturbed, in as good condition as before their work was commenced, to the satisfaction of the City pursuant to Section 3(a) of this Ordinance.

c. Placement of fixtures. The Company shall not place mains or other fixtures where the same will interfere with any electric lines, telephone wire or conduit, water hydrant, sewer, storm sewer, or water main, or appurtenances thereto, and all such mains or other fixtures shall be placed at or as

Attachment: 2022-003 ATTH 02 Ord. 335-84 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

close to the outer limit of the right-of-way line as is practical, and those placed in alleys shall be placed as close to the line of the lot abutting on said alley as practical, and then in such manner as not to interfere with the usual travel on said street, alleys and public ways.

d. Prior Approval Required. The Company, in the construction of its system, shall not take up nor excavate any pavement or street, alley or other public place at any time without first securing permission and approval of same and the method to be used from the City Manager of said City or from his designated representative; and providing further that in every case where possible, Company shall, in the construction of its system, bore beneath paved streets, curbs, and sidewalks instead of cutting them; and where any cutting or excavation of streets, alleys or public ways shall be necessary, the Company shall repair and replace same under supervision, direction and according to plans and specifications of the City Manager of the City of Texarkana, Texas or his designated representative; and that should the Company fail or refuse, as above required, to restore and replace such pavements, sidewalks, and excavations within sixty (60) days from the cutting and producing of such excavations, then the same may be replaced and restored by the City of Texarkana, Texas, at the expense of said Company, and including reasonable attorney's fees and court costs that the City may incur in securing a judgment for breach of the terms of this Section.

SECTION 19.

Approval of Transfer. The Company may not sell or transfer its franchise or rights to another, by sale of stock or otherwise, except as provided by law, nor may the Company transfer any rights under this franchise to another without approval by the City's Council. Such franchise approval will not be granted until the vendee, assignee or lessee has filed in the office of the City Secretary of the City of Texarkana, Texas, an instrument, duly executed, reciting the fact of such sale, assignment or lease and accepting the terms of applicable law and this franchise.

SECTION 20.

Right of Acquisition by the City. At the expiration of the term for which this franchise is granted, the City, at its election, shall have the right of acquisition, to the extent permitted under the relevant state and federal law, of those Company facilities located within the City limits of Texarkana, Texas. The Company agrees that the City shall be deemed to be a successor to the company with regard to those facilities located within the City, if such acquisition right is exercised by the City. The Company shall make it a con-

Attachment: 2022-003 ATTH 02 Ord. 335-84 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

2022-003 ATTH 02

9.3.c

dition of each contract for natural gas sales or service entered into by it with reference to operations under this franchise that the contract shall bind and benefit the successors and assigns of the Company.

SECTION 21.

Promulgation and Adoption of Substantive Rules by the City. In the further exercise of its police powers granted to it as an incorporated home rule City under the laws of the State of Texas, and in order to implement the terms of the franchise granted herein, the City may publish and adopt substantive rules which shall be binding upon the Company and the City, pursuant to and consistent with the provisions of the Gas Utility Regulatory Act and of the substantive rules of the Railroad Commission of the State of Texas.

SECTION 22.

Nothing in this Ordinance shall be construed to repeal, restrict, limit, modify or amend in any manner the right, power and authority of the City under the Charter of the City of Texarkana, Texas, the Constitution and laws of the State of Texas and of the United States to regulate the rates, charges, operations and services provided by the Company within the territorial limits of the City.

SECTION 23.

The City may at any time declare a conditional forfeiture of this grant for a continuing violation by the Company of any of the substantial terms hereof. In such event, the City shall give written notice, specifying all grounds on which forfeiture is claimed, by registered mail, addressed and delivered to the Company, to the attention of its president. The Company shall have sixty (60) days after receipt of such notice within which to discontinue said alleged violation, or to file suit in a court of competent jurisdiction for an adjudication or declaration of the rights of the parties with respect to the forfeiture of the franchise. No forfeitures shall be effective until and unless (1) the Company shall have continued such violation or violations for more than sixty (60) days after receipt of such written notice from the City without filing such suit; or (2) Company, shall have continued such violation or violations for more than sixty (60) days (or such longer period as the court in its discretion shall allow) after the entry or affirmance in a court of last resort of a final judgment finding and establishing the existence of such violations or violations, and that such violation or violations are sufficiently substantial to warrant forfeiture, and decreeing forfeiture as a consequence thereof. The Company shall not in any event be deemed to be in default of performance of any provisions of this grant, nor shall any forfeiture be invoked for violation or violations for failure to perform any provision hereunder when due to shortages

Attachment: 2022-003 ATTH 02 Ord. 335-84 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

2022-003 ATTH 02 9.3.c

of material, supplies and equipment beyond the control of the Company, or to fires, strikes, riots, storms, floods, war or other casualties, or to governmental regulations, limitations or restrictions as to the use of availability of materials, supplies or equipment or as to the use of the service, or to unforeseen or unusual demands for service, or for any other cause not reasonably or practicably within the control of the Company.

SECTION 24.

The Company shall maintain on file proper maps and plats showing the location of all natural gas lines and other facilities used for the transmission and distribution of natural gas within the corporate limits of the City. Such maps and plats shall be made available for inspection by the City at all reasonable times.

SECTION 25.

Penalty.

Any person, firm or corporation who or which knowingly fails to perform a duty imposed on it by this Ordinance or fails, neglects, or refuses to obey a final order, rule, regulation, direction or requirement of the City Council acting in its capacity as the regulatory authority over the franchise herein granted shall be guilty of a misdemeanor punishable by a fine of not more than Two Hundred Dollars ($200.00) for each offense. Each day during which such violation continues shall be considered a separate offense.

SECTION 26.

All Ordinances or parts of Ordinances in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 27.

If any section, sentence, clause or paragraph of this Ordinance is for any reason held to be illegal, ultra vires, or unconstitutional, such invalidity shall not affect the validity of the remaining portion of this Ordinance.

SECTION 28.

The Company shall have sixty (60) days from and after the passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary of the City of Texarkana, Texas, and upon such acceptance being so filed, this Ordinance shall take effect and be in full force ten days from and after the date of its passage and approval on third reading as noted herein below.

Attachment: 2022-003 ATTH 02 Ord. 335-84 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

SECTION 29.

This Ordinance is in lieu of and substitution for Ordinance 18-58 granting a franchise to the Company on March 25, 1958 and any other Ordinance granting, amending or amplyfying a franchise heretofore adopted by the governing body of the City of Texarkana, Texas, with respect to Arkansas Louisiana Gas Company.

SECTION 30.

Nothing in this franchise should be construed as being contrary to the Gas Utility Regulatory Act, Article 1446e, Texas Civil Statutes. Additionally, this franchise should not be construed as either affecting in any manner the rights, duties and obligations of either party under Article 1446e except as authorized by the said statute or as affecting any right that the Company may have to appeal any action or order of the City Council of the City of Texarkana, Texas, to the Railroad Commission of Texas and to implement the result of such appeal.

SECTION 31

In accordance with Article XV of the Charter of the City of Texarkana, Texas, this Ordinance granting a public utility franchise shall be read at three regular meetings of the Council and shall not be finally acted upon until thirty (30) days after the first reading thereof. Within ten (10) days following the first reading of this Ordinance, the full text hereof shall be published one time in the Texarkana Gazette, and the expense of such publication shall be borne by the Company.

Additionally, the caption of this Ordinance shall be published for three consecutive days in the Texarkana Gazette within ten days of the final passage of this Ordinance on third reading, and the expense of those publications shall also be borne by the Company.

Approved on first reading in Regular Council Session on the 12th day of November, 1984.

DURWOOD SWANGER, Mayor

ATTEST:

CHRISTIE HARDIN, City Secretary 8:25 P.M.

Attachment: 2022-003 ATTH 02 Ord. 335-84 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

Approved on second reading in Regular Council Session on the 26th day of November, 1984.

Arthur P. Nelson
DURWOOD SWANGER, Mayor Pro Tem

ATTEST:
Christie Hardin
CHRISTIE HARDIN, City Secretary 8:56 P.m.

Approved on third reading, passed and finally acted upon on the 17th day of December, 1984, which date is thirty (30) days or more after the date of first reading noted hereinabove.

DURWOOD SWANGER, Mayor

ATTEST:
Christie Hardin
CHRISTIE HARDIN, City Secretary 9:12 P.m.

APPROVED AS TO FORM:
James R. Gallman
JAMES R. GALLMAN, City Attorney

Accepted this 23rd day of January, 1985.

ARKANSAS LOUISIANA GAS COMPANY

BY: C. Curtis Patman
ITS:

(SEAL)

Attachment: 2022-003 ATTH 02 Ord. 335-84 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

ORDINANCE NO. 241-05

AN ORDINANCE OF PUBLIC CONVENIENCE AND NECESSITY OF THE CITY OF TEXARKANA, TEXAS, AMENDING ORDINANCE NO. 335-84, AS AMENDED BY ORDINANCE NO. 188-87, GRANTING A FRANCHISE TO ARKANSAS LOUISIANA GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE A NATURAL GAS SYSTEM IN THE CITY OF TEXARKANA, TEXAS BY REVISING SECTION 11 PROVIDING FOR CONSIDERATION FOR THE FRANCHISE; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, by Ordinance 335-84 duly enacted on the Third and Final Reading on the 17th day of December, 1984, awarded a non-exclusive franchise privilege to Arkansas Louisiana Gas Company, its successors and assigns, (the "Company"), for the construction, maintenance and operation of a natural gas supply company; and

WHEREAS, the City of Texarkana, Texas, by Ordinance No. 188-87 duly enacted on the Third and Final Reading on the 14th day of September, 1987, amended Section 11 of Ordinance No. 335-84 to increase the payment made by the Company to the City from two percent (2%) of the gross revenues received by the Company to three percent (3%) of the gross revenues so received; and

WHEREAS, the City has determined that the best interest of the City of Texarkana, Texas, would be served by further amending Section 11 of Said Ordinance to increase the payment currently made by the Company to the City from three percent (3%) of the gross revenues received by the Company to four percent (4%) of the gross revenues so received;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That Section 11 of Ordinance No. 335-84, as amended by Ordinance No. 188-87, is hereby amended to read as follows:

> "Section 11. The Company, its successors and assigns, so long as it or they shall continue the use and occupancy of the streets, alleys, highways, easements, parks and other public places within the City under this franchise granted by City, and so long s it or they shall continue to serve City with natural gas in consideration of the rights and privileges herein granted, shall pay quarterly to City during the continuance of this agreement a sum of money equal to four percent (4%) of the gross revenues received by

Attachment: 2022-003 ATTH 03 Ord. 241-05 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

Company, its successors assigns, during the immediately preceding calendar quarter from sales of natural gas within the corporate limits of the City of Texarkana, Texas. Said quarterly payments of four percent (4%) shall be payable quarterly during the term of this franchise on the first day of February, the first day of May, the first day of August and the first day of November of each year for the three-month periods ending respectively December 31, March 31, June 30 and September 20, respectively. This compensation shall be made by Company and accepted by City as full payment for the privilege of using and occupying the streets, alleys, highways, easements, and other public rights-of-way within the City and in lieu of other charges connected with that use and occupation, such as rentals, supervision and inspection, and in lieu of license and inspection fees, street or alley rentals, or any other license fees or street rentals of whatsoever kind and character which City may impose or hereafter be authorized and empowered by law to collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property and further excepting the right of the City to reimbursement from the Company for its reasonable and necessary consultant, auditor, and attorney fees as provided for in Article XV of the City's Charter and Section 3.03 of the Gas Utility Regulatory Act, as amended. Notwithstanding the above or any other provision of this franchise agreement, in the event that the Texas Civil Statutes are amended to provide that the aggregate amount which a city may charge a public utility for the use of its streets, alleys, and public ways may exceed the equivalent of two percent (2%) of the gross receipts of such utility within such municipality, the City may, upon sixty (60) days written notice to Company, increase the amount of compensation provided for in this agreement to an amount not to exceed that which may be established by the said Texas Statutes, as amended, and in accordance with applicable regulatory provisions of the City of Texarkana and the Railroad Commission of the State of Texas."

SECTION 2: That a copy of the acceptance of said amendment shall, upon execution by the Company and filing with the City Secretary of the City of Texarkana, Texas, be attached hereto as Exhibit "A" and thereafter considered a part hereof.

SECTION 3: It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 4: That all Ordinances or parts of Ordinances in conflict herewith are specifically repealed to the extent of such conflict.

Attachment: 2022-003 ATTH 03 Ord. 241-05 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

SECTION 5: In accordance with Article XV of the Charter of the City of Texarkana, Texas, this Ordinance amending a public utility franchise shall be read at three regular meetings of the Council and shall not be finally acted upon until thirty (30) days after the first reading thereof. Within ten (10) days following the first reading of this Ordinance, the full text hereof shall be published one time in the Texarkana Gazette, and the expense of such publication hall be borne by the Company. Additionally, the caption of this Ordinance shall be published for three (3) consecutive days in the Texarkana Gazette within ten (10) days of the final passage of this Ordinance on third reading, and the expense of those publications shall also be borne by the Company.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval, adoption, and publication, subject, however, to the filing of the acceptance of the Ordinance as provided hereinabove, and thereafter, notwithstanding the provisions setting out the schedule of quarterly payments in amended Section 11 as set out under Ordinance Section 1 hereinabove, to begin on April 1, 2006, for the calendar quarter for which payment shall be due on August 1, 2006.

FIRST READING APPROVED in Regular Council Session on this the 12th day of September, 2005.

JAMES W. BRAMLETT, MAYOR

ATTEST:

GERI HADDOCK, CITY SECRETARY 8:02 p.m.

SECOND READING APPROVED in Regular Council Session on this the 26th day of September, 2005.

JAMES W. BRAMLETT, MAYOR

ATTEST:

GERI HADDOCK, CITY SECRETARY 7:33 p.m.

G:\Attorney\ORDS. 1994-2005\05ord\241.doc
Amend start date 10/10/05

Attachment: 2022-003 ATTH 03 Ord. 241-05 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

THIRD READING APPROVED, PASSED, AND FINALLY ACTED UPON on this the 10th day of October, 2005, which date is thirty (30) days or more after the date of First Reading noted hereinabove.

JAMES W. BRAMLETT, MAYOR

ATTEST:

GERI HADDOCK, CITY SECRETARY 8:45 p.m.

APPROVED AS TO FORM:

THOMAS H. ARNOLD, CITY ATTORNEY

G:\Attorney\ORDS. 1994-2005\05ord\241.doc
Amend start date 10/10/05

Attachment: 2022-003 ATTH 03 Ord. 241-05 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

ACCEPTANCE

WHEREAS, the City Council of the City of Texarkana, Texas, did on the 10th day of October, 2005, enact an Ordinance entitled:

ORDINANCE NO. 241-05

AN ORDINANCE OF PUBLIC CONVENIENCE AND NECESSITY OF THE CITY OF TEXARKANA, TEXAS, AMENDING ORDINANCE NO. 335-84, AS AMENDED BY ORDINANCE NO. 188-87, GRANTING A FRANCHISE TO ARKANSAS LOUISIANA GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE A NATURAL GAS SYSTEM IN THE CITY OF TEXARKANA, TEXAS, BY REVISING SECTION 11 PROVIDING FOR CONSIDERATION FOR THE FRANCHISE; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, said Ordinance was passed and finally acted upon on the 10th day of October, 2005, was duly authenticated by the signatures of the Mayor and the City Secretary, and was properly caused to be published by the City Secretary.

NOW, THEREFORE, by and through its undersigned authorized officer, CenterPoint Energy Resources Corp., successor to Arkansas Louisiana Gas Company, a corporate division of ARKLA, Inc., ("Company") hereby accepts said Ordinance providing for an amendment to Section 11 of Ordinance No. 335-84, as amended by Ordinance No. 188-87, providing for payment by the Company to the City of the amount established therein for the continued use and occupancy of the streets, alleys, highways, easements, parks, and other public places with the City under the franchise granted to the Company and files this its written acceptance with the City Secretary of the City of Texarkana, Texas.

CenterPoint Energy Resources Corp.,
Successor to Arkansas Louisiana Gas
Company, a Corporate division of
ARKLA, Inc.

BY: Wayne R. Reed

TITLE: Regional Vice President

ATTEST:

Kay T. Henderson
Assistant Secretary

ACCEPTANCE filed in the office of the City Secretary of Texarkana, Texas, this _____day of _____, A.D. 2005.

_____
GERI HADDOCK, City Secretary

G:\Attorney\ORDS. 1994-2005\05ord\241.doc
Amend start date 10/10/05

Attachment: 2022-003 ATTH 03 Ord. 241-05 Texarkana (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

Attachment: 2022-003 ATTH 04 Assignment of TXK Franchises - Fully Executed (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit

ASSIGNMENT AND ASSUMPTION OF FRANCHISES

THIS ASSIGNMENT AND ASSUMPTION OF FRANCHISES (this "**Assignment**") dated as of this 10th day of January, 2022, is by and between **CENTERPOINT ENERGY RESOURCES CORP.**, a Delaware corporation d/b/a **CENTERPOINT ENERGY ARKANSAS GAS** ("**Assignor**") and **SUMMIT UTILITIES ARKANSAS, INC.**, a Colorado corporation ("**Assignee**").

RECITALS

WHEREAS, Assignor and Southern Col Midco, LLC, a Delaware limited liability company ("SC MidCo"), are parties to that certain Asset Purchase Agreement, dated as of April 29, 2021 (together with the exhibits and schedules thereto, the "**Purchase Agreement**");

WHEREAS, pursuant to and in accordance with the Purchase Agreement, SC MidCo has designated Assignee as the purchaser of Assignor's natural gas utility business and assets serving customers within the Texarkana, TX service territory at or prior to the closing, and Assignee will acquire substantially all of the utility operating assets of Assignor located in the Texarkana, TX service territory so that Assignee may provide continued utility service to customers formerly served by Assignor;

WHEREAS, pursuant to and in accordance with the Purchase Agreement, Assignor desires to grant, convey, assign, and transfer to Assignee, and Assignee desires to acquire and assume from Assignor, all of Assignor's right, title and benefits as of the date hereof in and to those certain franchises and granted to Assignor, or Assignor's predecessors in interest, as listed on **EXHIBIT A**, which is attached hereto and incorporated herein (each individually, a "**Franchise**" and collectively, the "**Franchises**"); and

WHEREAS, Assignor and Assignee desire to execute this Assignment for the purpose of accomplishing the transfer of the Franchises to Assignee for purposes on continued utility service in each respective franchised territory in connection with the purchase and sale of other utility assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby agreed and acknowledged, and subject to the terms of the Purchase Agreement, Assignor does hereby grant, convey, assign, and transfer to Assignee and its successors and assigns, all of the rights, title, and benefits in, to, under, or with respect to the Franchises granting the right to enter upon the public ways to install, operate and maintain a distribution system along, across, over and under the public ways for the privilege of transporting, distributing and selling natural gas to consumers and the public generally within the corporate limits of the respective municipalities granting each Franchise, together with any and all accessories and appurtenances, rights, privileges and advantages thereunto belonging or in any way appertaining.

Assignee for itself, its successors and assigns, expressly assumes, and agrees to faithfully discharge, all obligations and responsibilities of Assignor under the terms of the Franchises hereby assigned. Assignee further agrees to accept the terms of applicable law and the Franchises.

This Assignment shall be effective as of January 10, 2022.

This Assignment may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by their duly authorized officers.

ASSIGNOR:

CENTERPOINT ENERGY RESOURCES CORP., a Delaware corporation d/b/a CenterPoint Energy Arkansas Gas

By: _____

Name: Darin Carroll

Title: Vice President Operations Support

ASSIGNEE:

SUMMIT UTILITIES ARKANSAS, INC., a Colorado corporation

By: _____

Name: _____

Title: _____

Attachment: 2022-003 ATTH 04 Assignment of TXK Franchises - Fully Executed (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by their duly authorized officers.

ASSIGNOR:

CENTERPOINT ENERGY RESOURCES CORP., a Delaware corporation, d/b/a Centerpoint Energy Arkansas Gas

By:_____

Name:_____

Title:_____

ASSIGNEE:

SUMMIT UTILITIES ARKANSAS, INC., a Colorado corporation

By: Steven E. Birchfield

Name: Steven E. Birchfield

Title: Executive Vice President & CFO

Attachment: 2022-003 ATTH 04 Assignment of TXK Franchises - Fully Executed (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit

Attachment: 2022-003 ATTH 04 Assignment of TXK Franchises - Fully Executed (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit

EXHIBIT A

FRANCHISES

1. That certain franchise granted by Ordinance No. 9-88 of the Town of Nash, Bowie County, Texas, in favor of Arkansas Louisiana Gas Company, a division of Arkla, Inc., approved on September 13, 1988, granting the right to enter upon the public ways to install, operate and maintain a distribution system along, across, over and under the public ways for the privilege of transporting, distributing and selling gas to consumers and the public generally within the corporate limits of Nash, Texas.

2. That certain franchise granted by Ordinance No. 103 of the Town of Redwater, Bowie County, Texas, in favor of Arkansas Louisiana Gas Company, a division of Arkla, Inc., approved on December 5, 1988, granting the right to enter upon the public ways to install, operate and maintain a distribution system along, across, over and under the public ways for the privilege of transporting, distributing and selling gas to consumers and the public generally within the corporate limits of Redwater, Texas.

3. That certain franchise granted by Ordinance No. 335-84 of the City of Texarkana, Bowie County, Texas, in favor of Arkansas Louisiana Gas Company, a division of Arkla, Inc., approved on November 12, 1984, as amended by Ordinance No. 188-87 approved on September 14, 1987, and Ordinance No. 241-05 approved on October 10, 2005, granting the right to enter upon the public ways to install, operate and maintain a distribution system along, across, over and under the public ways for the privilege of transporting, distributing and selling gas to consumers and the public generally within the corporate limits of Texarkana, Texas.

4. That certain rental Ordinance of the City of Wake Village, Bowie County, Texas, approved on January 14, 1947, granting the right to enter upon the public ways to install, operate and maintain a distribution system along, across, over and under the public ways for the privilege of transporting, distributing and selling gas to consumers and the public generally within the corporate limits of Wake Village, Texas.

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:	
Perspectives	**Goals**
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☑ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☑ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture
Perspectives and Goals Additional Comments:	

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

Public Information Plan:			
☐	Newspaper Notice (Required by Statute)	☐	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

Attachment: 2022-003 Goals & Perspectives (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

Attachment: 2022-003 (1R) ORD CenterPoint franchise transfer signed (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit

ORDINANCE NO. 2022-003

AN ORDINANCE OF PUBLIC CONVENIENCE AND NECESSITY OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE ASSIGNMENT AND TRANSFER OF A PUBLIC UTILITY FRANCHISE TO SUMMIT UTILITIES ARKANSAS, INC., ASSIGNEE OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ARKANSAS GAS, FOR THE CONTINUED PROVISION OF AND TO MAINTAIN AND OPERATE A NATURAL GAS UTILITY BUSINESS SYSTEM IN THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE AND A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, by Ordinance No. 335-84 duly enacted on the Third and Final Reading on December 17, 1984, awarded a non-exclusive franchise privilege to Arkansas Louisiana Gas Company, its successors and assigns, for the construction, maintenance and operation of a natural gas supply company, pursuant to Article XV, Section 1 of the City Charter of the City of Texarkana, Texas; and

WHEREAS, Section 19 of Ordinance No. 335-84 provides that the gas company "may not sell or transfer its franchise or rights to another … nor … transfer any rights under this franchise to another without approval by the City's [sic] Council. Such franchise approval will not be granted until the … assignee … has filed in the office of the City Secretary of the City of Texarkana, Texas, an instrument, duly executed, reciting the fact of such … assignment … and accepting the terms of applicable law and this franchise."; and

WHEREAS, the City of Texarkana, Texas, by Ordinance No. 188-87 duly enacted on the Third and Final Reading on September 14, 1987, amended Section 11 of Ordinance No. 335-84 to increase the payment made by the gas company to the City from two percent (2%) of the gross revenues received by the company to three percent (3%) of the gross revenues so received; and

WHEREAS, the City of Texarkana, Texas, by Ordinance No. 241-05 duly enacted on the Third and Final Reading on October 10, 2005, amended Section 11 of Ordinance No. 335-84 to increase the payment made by the gas company to the City from three percent (3%) of the gross revenues received by the company to four percent (4%) of the gross revenues so received; and

WHEREAS, on August 28, 2017, by Ordinance No. 2017-083, the City Council approved rate schedules and service charges proposed for residential and commercial gas service by CenterPoint Energy Resources Corp. (CERC), to be effective as of September 1, 2017, and ordered CERC to file with the City Clerk tariff sheets containing residential and commercial rate schedules identical to those rate schedules included with said ordinance; and

WHEREAS, on June 11, 2021, CERC and Summit Utilities Arkansas, Inc. (SUA) filed with the Arkansas Public Service Commission a Joint Application for approval of a proposed transaction whereby CERC would sell, and SUA, as the ultimate owner and operator, would acquire certain of CERC's public utility natural gas assets, comprised of an operating unit or system, which provide service to customers in Arkansas, as well as certain areas located in Bowie County, Texas, including Texarkana, Texas; and

WHEREAS, on December 6, 2021, the Arkansas Public Service Commission, Docket No. 21-060-U, Order No. 11, found, ordered, and directed, among other things, that SUA has the experience and expertise to operate a public utility in compliance with Arkansas laws and regulations and provide quality customer

service to CERC's Arkansas customers, granted a Certificate of Public Convenience and Necessity pursuant to Arkansas law to operate as a natural gas utility to provide natural gas services in Arkansas effective upon the closing of the transaction with CERC, and cancelled the Certificate of Public Convenience and Necessity of CERC to operate as a natural gas utility to provide natural gas services in Arkansas effective upon the closing of the transaction with SUA; and

WHEREAS, on December 13, 2021, SUA filed with the Arkansas Public Service Commission, in compliance with Docket No. 21-060-U, Order No. 11, a revised tariff consistent with the Order; and pertinent to the City of Texarkana, Texas, the revised Arkansas tariff eliminated or terminated two riders, the Trial Billing Determinant Adjustment Tariff (BDA) and Formula Rate Plan Rider (FRP), which had been directly referenced and incorporated into the City's tariff approved by the City Council by Ordinance No. 2017-083; and

WHEREAS, SUA, as Assignee of CERC, intends to submit to the City Secretary prior to the final reading of this ordinance a duly executed instrument consistent with the requirements of Section 19 of Ordinance No. 335-84, documenting SUA's purchase of CERC's natural gas utility business and assets serving customers within the Texarkana, Texas, service territory and acquisition of substantially all of the utility operating assets of CERC located in the Texarkana, Texas, service territory, and reciting acceptance of the terms of applicable law and the City's non-exclusive public utility franchise privilege; and

WHEREAS, SUA proposes no increase in the City's rates, but rather a continuation of the same tariff approved by the City Council in Ordinance No. 2017-083 except for deleting the defunct BDA and FRP riders given the elimination or termination of said riders from the Arkansas tariff structure (the City Council shall consider and act upon SUA's proposal after the final reading and approval of this ordinance); and

WHEREAS, by this Ordinance, the City Council approves the assignment and transfer to SUA of the City's non-exclusive franchise privilege for the continued provision of and to maintain and operate a natural gas utility business system in the City of Texarkana, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1. Pursuant to Article XV of the City Charter of the City of Texarkana, Texas, the City Council approves the assignment and transfer of the City's non-exclusive franchise privilege as set forth in Ordinance No. 335-84 as amended, to Summit Utilities Arkansas, Inc., for the continued provision of and to maintain and operate a natural gas utility business system in the City of Texarkana, Texas; and the duration of said franchise now held by Summit Utilities Arkansas, Inc., shall be for the period beginning with the effective date hereof and ending twenty-five (25) years thereafter.

SECTION 2. A copy of the acceptance of said franchise, in the form attached as Exhibit "A" to this Ordinance, shall, upon execution by Summit Utilities Arkansas, Inc., and the filing of said executed copy with the City Secretary of the City of Texarkana, Texas, be substituted for the placeholder form and thereafter shall be considered a part of this Ordinance and incorporated herein by reference for all purposes.

SECTION 3: In case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict; provided, however, that nothing in this Ordinance shall be construed to waive, abandon, or repeal any rights or benefits inuring to the City of Texarkana, Texas, under the terms of Ordinance No. 335-84 or any amendments thereto.

Attachment: 2022-003 (1R) ORD CenterPoint franchise transfer signed (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit

SECTION 5: Pursuant to Article XV of the City Charter of the City of Texarkana, Texas, this Ordinance amending a public utility franchise shall be read at three regular meetings of the Council and shall not be finally acted upon until thirty (30) days after the first reading thereof. Within ten (10) days following the first reading of this Ordinance, the full text hereof shall be published one time in the Texarkana Gazette, and the expense of such publication shall be borne by Summit Utilities Arkansas, Inc. Additionally, the caption of this Ordinance shall be published for three (3) consecutive days in the Texarkana Gazette within ten (10) days of the final passage of this Ordinance on third reading, and the expense of those publications shall also be borne by Summit Utilities Arkansas, Inc.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval, adoption, and publication, subject, however, to the filing of the acceptance of the Ordinance as provided in Section 2, above.

FIRST READING APPROVED in Regular Council Session on this the **10th day of January, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

6:21 p.m.

SECOND READING APPROVED in Regular Council Session on this the **24th day of January, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

THIRD READING APPROVED, PASSED, AND FINALLY ACTED UPON in Regular Council Session on this the **14th day of February, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-003 (1R) ORD CenterPoint franchise transfer signed (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit Utilities)

Exhibit A

Acceptance of Summit Utilities Arkansas, Inc.

WHEREAS, the City Council of the City of Texarkana, Texas, on the 14th day of February, 2022, enacted an Ordinance entitled:

ORDINANCE NO. 2022-003

AN ORDINANCE OF PUBLIC CONVENIENCE AND NECESSITY OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE ASSIGNMENT AND TRANSFER OF A PUBLIC UTILITY FRANCHISE TO SUMMIT UTILITIES ARKANSAS, INC., ASSIGNEE OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ARKANSAS GAS, ITS SUCCESSORS AND ASSIGNS, FOR THE CONTINUED PROVISION AND TO MAINTAIN AND OPERATE A NATURAL GAS UTILITY BUSINESS SYSTEM IN THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, said Ordinance was duly authenticated by the signatures of the Mayor and the City Secretary, and was properly caused to be published by the City Secretary.

NOW, THEREFORE, by and through its undersigned authorized officer, SUMMIT UTILITIES ARKANSAS, INC., hereby files this its written acceptance with the City Secretary of the City of Texarkana, Texas, accepting Ordinance No. 2022-003 and the provisions therein for an assignment and transfer of the public utility franchise originally set forth in Ordinance No. 335-84, as amended by Ordinance No. 188-87, as amended by Ordinance No. 241-05, and any subsequent amendments thereto, and as governed by Article XV of the City Charter of the City of Texarkana, Texas, all incorporated herein by reference for all purposes; and under the public utility franchise now assigned and granted for the time period stated in Ordinance No. 2022-003, SUMMIT UTILITIES ARKANSAS, INC., agrees to abide by the terms of said franchise and pay to the City of Texarkana, Texas, the amount established therein for the continued use and occupancy of the streets, alleys, highways, easements, parks, and other public places within the City.

Summit Utilities Arkansas, Inc.

Attest:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Filed in the office of the City Secretary of the City of Texarkana, Texas, on this the _____ day of _____, 2022.

_____
Jennifer Evans, TRMC
City Secretary

Attachment: 2022-003 (1R) ORD CenterPoint franchise transfer signed (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit

Attachment: 2022-003 (2R) ORD CenterPoint franchise tanserfer signed (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit

ORDINANCE NO. 2022-003

AN ORDINANCE OF PUBLIC CONVENIENCE AND NECESSITY OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE ASSIGNMENT AND TRANSFER OF A PUBLIC UTILITY FRANCHISE TO SUMMIT UTILITIES ARKANSAS, INC., ASSIGNEE OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ARKANSAS GAS, FOR THE CONTINUED PROVISION OF AND TO MAINTAIN AND OPERATE A NATURAL GAS UTILITY BUSINESS SYSTEM IN THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE AND A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, by Ordinance No. 335-84 duly enacted on the Third and Final Reading on December 17, 1984, awarded a non-exclusive franchise privilege to Arkansas Louisiana Gas Company, its successors and assigns, for the construction, maintenance and operation of a natural gas supply company, pursuant to Article XV, Section 1 of the City Charter of the City of Texarkana, Texas; and

WHEREAS, Section 19 of Ordinance No. 335-84 provides that the gas company "may not sell or transfer its franchise or rights to another … nor … transfer any rights under this franchise to another without approval by the City's [sic] Council. Such franchise approval will not be granted until the … assignee … has filed in the office of the City Secretary of the City of Texarkana, Texas, an instrument, duly executed, reciting the fact of such … assignment … and accepting the terms of applicable law and this franchise."; and

WHEREAS, the City of Texarkana, Texas, by Ordinance No. 188-87 duly enacted on the Third and Final Reading on September 14, 1987, amended Section 11 of Ordinance No. 335-84 to increase the payment made by the gas company to the City from two percent (2%) of the gross revenues received by the company to three percent (3%) of the gross revenues so received; and

WHEREAS, the City of Texarkana, Texas, by Ordinance No. 241-05 duly enacted on the Third and Final Reading on October 10, 2005, amended Section 11 of Ordinance No. 335-84 to increase the payment made by the gas company to the City from three percent (3%) of the gross revenues received by the company to four percent (4%) of the gross revenues so received; and

WHEREAS, on August 28, 2017, by Ordinance No. 2017-083, the City Council approved rate schedules and service charges proposed for residential and commercial gas service by CenterPoint Energy Resources Corp. (CERC), to be effective as of September 1, 2017, and ordered CERC to file with the City Clerk tariff sheets containing residential and commercial rate schedules identical to those rate schedules included with said ordinance; and

WHEREAS, on June 11, 2021, CERC and Summit Utilities Arkansas, Inc. (SUA) filed with the Arkansas Public Service Commission a Joint Application for approval of a proposed transaction whereby CERC would sell, and SUA, as the ultimate owner and operator, would acquire certain of CERC's public utility natural gas assets, comprised of an operating unit or system, which provide service to customers in Arkansas, as well as certain areas located in Bowie County, Texas, including Texarkana, Texas; and

WHEREAS, on December 6, 2021, the Arkansas Public Service Commission, Docket No. 21-060-U, Order No. 11, found, ordered, and directed, among other things, that SUA has the experience and expertise to operate a public utility in compliance with Arkansas laws and regulations and provide quality customer

service to CERC's Arkansas customers, granted a Certificate of Public Convenience and Necessity pursuant to Arkansas law to operate as a natural gas utility to provide natural gas services in Arkansas effective upon the closing of the transaction with CERC, and cancelled the Certificate of Public Convenience and Necessity of CERC to operate as a natural gas utility to provide natural gas services in Arkansas effective upon the closing of the transaction with SUA; and

WHEREAS, on December 13, 2021, SUA filed with the Arkansas Public Service Commission, in compliance with Docket No. 21-060-U, Order No. 11, a revised tariff consistent with the Order; and pertinent to the City of Texarkana, Texas, the revised Arkansas tariff eliminated or terminated two riders, the Trial Billing Determinant Adjustment Tariff (BDA) and Formula Rate Plan Rider (FRP), which had been directly referenced and incorporated into the City's tariff approved by the City Council by Ordinance No. 2017-083; and

WHEREAS, SUA, as Assignee of CERC, intends to submit to the City Secretary prior to the final reading of this ordinance a duly executed instrument consistent with the requirements of Section 19 of Ordinance No. 335-84, documenting SUA's purchase of CERC's natural gas utility business and assets serving customers within the Texarkana, Texas, service territory and acquisition of substantially all of the utility operating assets of CERC located in the Texarkana, Texas, service territory, and reciting acceptance of the terms of applicable law and the City's non-exclusive public utility franchise privilege; and

WHEREAS, SUA proposes no increase in the City's rates, but rather a continuation of the same tariff approved by the City Council in Ordinance No. 2017-083 except for deleting the defunct BDA and FRP riders given the elimination or termination of said riders from the Arkansas tariff structure (the City Council shall consider and act upon SUA's proposal after the final reading and approval of this ordinance); and

WHEREAS, by this Ordinance, the City Council approves the assignment and transfer to SUA of the City's non-exclusive franchise privilege for the continued provision of and to maintain and operate a natural gas utility business system in the City of Texarkana, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1. Pursuant to Article XV of the City Charter of the City of Texarkana, Texas, the City Council approves the assignment and transfer of the City's non-exclusive franchise privilege as set forth in Ordinance No. 335-84 as amended, to Summit Utilities Arkansas, Inc., for the continued provision of and to maintain and operate a natural gas utility business system in the City of Texarkana, Texas; and the duration of said franchise now held by Summit Utilities Arkansas, Inc., shall be for the period beginning with the effective date hereof and ending twenty-five (25) years thereafter.

SECTION 2. A copy of the acceptance of said franchise, in the form attached as Exhibit "A" to this Ordinance, shall, upon execution by Summit Utilities Arkansas, Inc., and the filing of said executed copy with the City Secretary of the City of Texarkana, Texas, be substituted for the placeholder form and thereafter shall be considered a part of this Ordinance and incorporated herein by reference for all purposes.

SECTION 3: In case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict; provided, however, that nothing in this Ordinance shall be construed to waive, abandon, or repeal any rights or benefits inuring to the City of Texarkana, Texas, under the terms of Ordinance No. 335-84 or any amendments thereto.

Attachment: 2022-003 (2R) ORD CenterPoint franchise tanserfer signed (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit

SECTION 5: Pursuant to Article XV of the City Charter of the City of Texarkana, Texas, this Ordinance amending a public utility franchise shall be read at three regular meetings of the Council and shall not be finally acted upon until thirty (30) days after the first reading thereof. Within ten (10) days following the first reading of this Ordinance, the full text hereof shall be published one time in the Texarkana Gazette, and the expense of such publication shall be borne by Summit Utilities Arkansas, Inc. Additionally, the caption of this Ordinance shall be published for three (3) consecutive days in the Texarkana Gazette within ten (10) days of the final passage of this Ordinance on third reading, and the expense of those publications shall also be borne by Summit Utilities Arkansas, Inc.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval, adoption, and publication, subject, however, to the filing of the acceptance of the Ordinance as provided in Section 2, above.

FIRST READING APPROVED in Regular Council Session on this the **10th day of January, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:21 p.m.

SECOND READING APPROVED in Regular Council Session on this the **24th day of January, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:51 p.m.

THIRD READING APPROVED, PASSED, AND FINALLY ACTED UPON in Regular Council Session on this the **14th day of February, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-003 (2R) ORD CenterPoint franchise tanserfer signed (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit

Exhibit A

Acceptance of Summit Utilities Arkansas, Inc.

WHEREAS, the City Council of the City of Texarkana, Texas, on the 14th day of February, 2022, enacted an Ordinance entitled:

ORDINANCE NO. 2022-003

AN ORDINANCE OF PUBLIC CONVENIENCE AND NECESSITY OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE ASSIGNMENT AND TRANSFER OF A PUBLIC UTILITY FRANCHISE TO SUMMIT UTILITIES ARKANSAS, INC., ASSIGNEE OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ARKANSAS GAS, ITS SUCCESSORS AND ASSIGNS, FOR THE CONTINUED PROVISION AND TO MAINTAIN AND OPERATE A NATURAL GAS UTILITY BUSINESS SYSTEM IN THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, said Ordinance was duly authenticated by the signatures of the Mayor and the City Secretary, and was properly caused to be published by the City Secretary.

NOW, THEREFORE, by and through its undersigned authorized officer, SUMMIT UTILITIES ARKANSAS, INC., hereby files this its written acceptance with the City Secretary of the City of Texarkana, Texas, accepting Ordinance No. 2022-003 and the provisions therein for an assignment and transfer of the public utility franchise originally set forth in Ordinance No. 335-84, as amended by Ordinance No. 188-87, as amended by Ordinance No. 241-05, and any subsequent amendments thereto, and as governed by Article XV of the City Charter of the City of Texarkana, Texas, all incorporated herein by reference for all purposes; and under the public utility franchise now assigned and granted for the time period stated in Ordinance No. 2022-003, SUMMIT UTILITIES ARKANSAS, INC., agrees to abide by the terms of said franchise and pay to the City of Texarkana, Texas, the amount established therein for the continued use and occupancy of the streets, alleys, highways, easements, parks, and other public places within the City.

Summit Utilities Arkansas, Inc.

Attest:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Filed in the office of the City Secretary of the City of Texarkana, Texas, on this the _____ day of _____, 2022.

_____
Jennifer Evans, TRMC
City Secretary

Attachment: 2022-003 (2R) ORD CenterPoint franchise tanserfer signed (3619 : 2022-003 ORD CenterPoint franchise transfer to Summit

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 2/8/2022 4:45 PM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary

Subject: Ordinance No. 2022-003 of public convenience and necessity, approving the assignment and transfer of a public utility franchise to Summit Utilities Arkansas, Inc., assignee of CenterPoint Energy Resources Corp., for the continued provision of and to maintain and operate a natural gas utility business system in the City. [City Charter requires this ordinance to be read at three regular meetings of the City Council.]

Briefing: 2/14/2022 **Public Hearing:** 1/24/2022 **Council Vote:** 2/14/2022

Item Schedule

Updates/History of Briefing:

The fully executed Assignment and Assumption of Franchises document has been provided to the city since the first reading of this ordinance.

Executive Summary and Background Information:

Article XV of the City Charter governs Council authority with respect to public utility franchises. (Please refer to the attached 2-page Charter excerpt.) Pursuant to Article XV, Section 1 of the City Charter, in Ordinance No. 335-84, the City Council awarded a non-exclusive franchise privilege to Arkansas Louisiana Gas Company for the construction, maintenance and operation of a natural gas supply company, pursuant to of the City of Texarkana, Texas. The "franchise ordinance" has been amended over the years, primarily to increase franchise fee payments, currently set at four percent (4%) of the gross revenues received by the natural gas company by Ordinance No. 241-05.

The City Council's most recent action on setting natural gas rates took place on August 28, 2017, by Ordinance No. 2017-083. The City Council approved rate schedules and service charges proposed for residential and commercial gas service by Centerpoint; those rates, or tariffs, can be viewed at the Railroad Commission web site under the Centerpoint Energy Arkla listing -- http://www.old.rrc.texas.gov/data/gasservices/gastariffs/gftr0048b_6269.pdf -- and at Centerpoint's web site -- **https://www.centerpointenergy.com/en-us/corp/pages/rates-and-tariffs-for-incorporated-texarkana-service-area.aspx**.

In June 2021, Centerpoint Energy Resources Corp. and Summit Utilities Arkansas, Inc., filed with the Arkansas Public Service Commission a Joint Application for approval of a proposed transaction whereby CERC would sell, and SUA, as the ultimate owner and operator, would acquire certain of CERC's public utility natural gas assets, comprised of an operating unit or system, which provide service to customers in Arkansas, as well as certain areas located in Bowie County, Texas, including Texarkana, Texas. On December 6, 2021, the Arkansas Public Service Commission, found, ordered, and directed, among other things, that Summit has the experience and expertise to operate a public utility in compliance with Arkansas laws and regulations and provide quality customer service to Centerpoint's Arkansas customers, and granted a Certificate of Public Convenience and Necessity

pursuant to Arkansas law for Summit to operate as a natural gas utility to provide natural gas services in Arkansas effective upon the closing of the transaction with Centerpoint. [Link to the Arkansas order: http://www.apscservices.info/pdf/21/21-060-U_142_1.pdf. Similar administrative proceedings and orders were issued by Oklahoma regulators: https://imaging.occ.ok.gov/AP/Orders/occ30436073.pdf.] Summit then filed with the Arkansas Public Service Commission, in compliance with the commission's order, a revised tariff or rate structure; and pertinent to the City of Texarkana, Texas, the revised Arkansas tariff eliminated or terminated two riders, the Trial Billing Determinant Adjustment Tariff (BDA) and Formula Rate Plan Rider (FRP), which had been directly referenced and incorporated into the City's tariff approved by the City Council in 2017.

The City of Texarkana, Texas, maintains original jurisdiction over the natural gas utility, with the Texas Railroad Commission having jurisdiction over unincorporated areas and municipalities that have ceded jurisdiction to the commission. The City's franchise ordinance provides that the gas company "may not sell or transfer its franchise or rights to another … nor … transfer any rights under this franchise to another without approval by the City's [sic] Council." In compliance with the franchise ordinance, Summit intends to submit to the City Secretary prior to the final reading of this ordinance a duly executed instrument consistent with the requirements of the franchise ordinance, documenting Summit's purchase of Centerpoint's natural gas utility business and assets serving customers within the Texarkana, Texas, service territory and acquisition of substantially all of the utility operating assets of Centerpoint located in the Texarkana, Texas, service territory, and reciting acceptance of the terms of applicable law and the City's non-exclusive public utility franchise privilege.

Summit proposes no increase in the City's rates, but rather a continuation of the same tariff approved by the City Council in Ordinance No. 2017-083 except for deleting the defunct BDA and FRP riders given the elimination or termination of said riders from the Arkansas tariff structure. The proposed reauthorization of the 2017 tariff, with the exceptions noted, will be presented to the City Council for action in a separate ordinance after the City Council considers and acts upon the proposed franchise assignment and transfer to Summit.

Potential Options:

Approve the assignment and transfer of the public utility natural gas franchise to Summit, as assignee of Centerpoint, for the continued provision of and to maintain and operate a natural gas utility business system in the City.

NOTE: Pursuant to Charter requirements, this proposed ordinance must be read at three regular meetings of the City Council. In the meetings for the first and second readings, a vote will be taken solely to approve the respective readings. The City Manager and City Attorney have separately requested the presence of Summit representatives at the second reading and public hearing (set for the January 24 regular meeting) to make a presentation to the Council and address any questions of Councilmembers. After the third and final reading, a vote to consider approval of the assignment and transfer will be in order.

Fiscal Implications:

No change to the franchise fee. Publication costs pursuant to Charter requirements are to be paid for by Summit.

Staff Recommendation:

Approve each reading of the ordinance and, on the third and final reading, approve the assignment and transfer of the public utility natural gas franchise to Summit for the continued provision of and to maintain and operate a natural gas utility business system in the City.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

Excerpt: Article XV of the City Charter

Ord. No. 335-84 – the natural gas franchise ordinance

Ord. No. 241-05 – "four percent" franchise fee ordinance amendment

Attachments

a. 2022-003 ORD Summit - Centerpoint franchise transfer v2 (DOCX)
b. 2022-003 ATTH 01 Art XV Charter (PDF)
c. 2022-003 ATTH 02 Ord. 335-84 Texarkana (PDF)
d. 2022-003 ATTH 03 Ord. 241-05 Texarkana (PDF)
e. 2022-003 ATTH 04 Assignment of TXK Franchises - Fully Executed (PDF)
f. 2022-003 Goals & Perspectives (DOCX)
g. 2022-003 (1R) ORD CenterPoint franchise transfer signed (PDF)
h. 2022-003 (2R) ORD CenterPoint franchise tanserfer signed (PDF)

Staff Coordination

City Manager	David Orr	Department Head Review	Completed	01/07/2022 9:42 AM
City Manager	David Orr	City Manager Review	Completed	01/07/2022 9:45 AM
City Council	Jennifer Evans	Meeting	Completed	01/10/2022 6:00 PM

Meeting History

01/10/22 City Council FIRST READING - MOVED FORWARD Next: 01/24/22

Jeff Lewis briefed this agenda item. Council Member Matlock made a motion for the **first reading** of the agenda caption. Council Member Harp seconded the motion. The vote was unanimous, six (6) to zero (0).

(6:21 p.m.)

Attachment: 2022-004 ORD Summit - readopt tariff REVISED for FEB 14 (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas

ORDINANCE NO. 2022-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING ORDINANCE NO. 2017-083, SUBSTITUTING SUMMIT UTILITIES ARKANSAS, INC., ASSIGNEE OF CENTERPOINT ENERGY RESOURCES CORP., AS THE NATURAL GAS PROVIDER AND FRANCHISE HOLDER FOR THE CITY OF TEXARKANA, TEXAS; REAUTHORIZING IDENTICAL RESIDENTIAL AND COMMERCIAL RATE SCHEDULES AUTHORIZED IN ORDINANCE NO. 2017-083 WITH EXCEPTIONS; ORDERING THE RATES TO BE CHARGED BY SUMMIT UTILITIES ARKANSAS, INC., FOR NATURAL GAS AND NATURAL GAS SERVICE TO RESIDENTIAL AND COMMERCIAL CUSTOMERS WITHIN THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR REPEALER, SUPERSEDING, AND SEVERABILITY CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on August 28, 2017, by Ordinance No. 2017-083, the City Council approved rate schedules and service charges proposed for residential and commercial gas service by CenterPoint Energy Resources Corp., d/b/a Centerpoint Energy Arkansas Gas (CERC), and ordered CERC to file with the City Clerk tariff sheets containing residential and commercial rate schedules identical to those rate schedules included with said ordinance; and

WHEREAS, on June 11, 2021, CERC and Summit Utilities Arkansas, Inc. (SUA) filed with the Arkansas Public Service Commission a Joint Application for approval of a proposed transaction whereby CERC would sell, and SUA, as the ultimate owner and operator, would acquire certain of CERC's public utility natural gas assets, comprised of an operating unit or system, which provide service to customers in Arkansas, as well as certain areas located in Bowie County, Texas, including Texarkana, Texas; and

WHEREAS, on December 6, 2021, the Arkansas Public Service Commission, Docket No. 21-060-U, Order No. 11, found, ordered, and directed, among other things, that SUA has the experience and expertise to operate a public utility in compliance with Arkansas laws and regulations and provide quality customer service to CERC's Arkansas customers, granted a Certificate of Public Convenience and Necessity pursuant to Arkansas law to operate as a natural gas utility to provide natural gas services in Arkansas effective upon the closing of the transaction with CERC, and cancelled the Certificate of Public Convenience and Necessity of CERC to operate as a natural gas utility to provide natural gas services in Arkansas effective upon the closing of the transaction with SUA; and

WHEREAS, on December 13, 2021, SUA filed with the Arkansas Public Service Commission, in compliance with Docket No. 21-060-U, Order No. 11, a revised tariff consistent with the Order; and pertinent to the City of Texarkana, Texas, the revised Arkansas tariff eliminated or terminated two riders, the Trial Billing Determinant Adjustment Tariff (BDA) and Formula Rate Plan Rider (FRP), which had been directly referenced and incorporated in the City's tariff approved by the City Council by Ordinance No. 2017-083; and

Attachment: 2022-004 ORD Summit - readopt tariff REVISED for FEB 14 (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas

WHEREAS, on January 18, 2022, SUA provided the City of Texarkana, Texas, with an "Assignment and Assumption of Franchises" effective January 10, 2022, executed by CERC as Assignor and SUA as Assignee, with CERC assigning and transferring to SUA all of CERC's right, title, and benefits as of the effective date to the natural gas franchise granted by Ordinance No. 335-84 of the City Council approved on November 12, 1984, as amended by Ordinance No. 188-87 approved on September 14, 1987, and Ordinance No. 241-05 approved on October 10, 2005 (collectively, "the City's Natural Gas Franchise Ordinances"), granting the right to enter upon the public ways to install, operate and maintain a distribution system along, across, over and under the public ways for the privilege of transporting, distributing and selling gas to consumers and the public generally within the corporate limits of the City of Texarkana, Texas; and

WHEREAS, the City of Texarkana, Texas, by Ordinance No. 2022-003, duly enacted on the Third and Final Reading on February 14, 2022, approved the assignment and transfer to SUA, as Assignee of CERC, of the City's Natural Gas Franchise Ordinances (that is, the non-exclusive franchise privilege to SUA) for natural gas and natural gas service to residential and commercial customers within the City of Texarkana, Texas; and

WHEREAS, SUA proposes no increase in the City's rates, but rather a continuation of the same tariff approved by the City Council in Ordinance No. 2017-083 except for deleting the defunct BDA and FRP riders given the elimination of said riders from the Arkansas tariff structure; and

WHEREAS, the City Council found and determined, in Ordinance No. 2017-083, that the rate schedules and service charges proposed for residential and commercial gas service were just, proper, reasonable, and lawful rates for such natural gas service, and that finding and determination has not changed notwithstanding the elimination of the defunct BDA and FRP riders given the elimination or termination of said riders from the Arkansas tariff structure; and

WHEREAS, by this Ordinance, the City Council amends Ordinance No. 2017-083 to substitute SUA in place of CERC as the natural gas provider and, except for deletion of the BDA and FRP riders, reauthorizes the residential and commercial rate schedules identical to those rate schedules authorized in Ordinance No. 2017-083.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1. Upon SUA filing with the City Secretary a fully-executed written acceptance of Ordinance No. 2022-003 as set out in Exhibit "A" to that ordinance (that is, accepting the assignment and transfer of the City's public utility franchise and agreeing to abide by the terms of the City's Natural Gas Franchise Ordinances), Ordinance No. 2017-083 is amended as follows:

a. SUA is substituted in place of CERC as the natural gas provider and franchise holder for the City of Texarkana, Texas;

b. The residential and commercial rate schedules authorized in Ordinance No. 2017-083 are reauthorized, with the exception of the BDA and FRP riders which are now defunct given the elimination or termination of said riders from the Arkansas tariff structure; and

Attachment: 2022-004 ORD Summit - readopt tariff REVISED for FEB 14 (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas

c. SUA is hereby ordered to issue and file with the City Secretary of the City of Texarkana, Texas, tariff sheets in the form that SUA has proposed and submitted to the City, attached hereto as Exhibit "A", substituting SUA in place of CERC, deleting the BDA and FRP riders, containing the applicable effective date, and containing in all other respects residential and commercial rate schedules identical to those rate schedules authorized in Ordinance No. 2017-083.

SECTION 2. The rates and rate schedules ordered in Section 1 of this Ordinance and as set out in Exhibit "A" to be filed with the City are hereby adopted, established, and authorized as proper, reasonable, and lawful rates for such natural gas service; and such rates and rate schedules are to be observed by SUA, its successors and assigns, until changed as provided by the Gas Utility Regulatory Act, Texas Utility Code Chapter 101, *et seq.*

SECTION 3. This Order, determining the level of rates to be charged and applied by SUA, shall be served upon SUA by United States Mail.

SECTION 4. The tariff sheets approved by this Ordinance shall become effective retroactive with bills rendered on or after January 10, 2022.

SECTION 5. Although the form of the Exhibit "A" tariff that SUA has proposed and submitted to the City references other Texas municipalities in the footer of each page, nothing in this Ordinance should be construed as the City Council exercising any jurisdiction or authority on behalf of said municipalities in approving tariffs, rates, or rate schedules for those municipalities; no such jurisdiction nor authority has been extended to the City, and such should not be inferred.

SECTION 6. All applications and motions to intervene in this matter, if any, however designated, are hereby denied.

SECTION 7. Except as otherwise provided below, all ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict; provided, however, that nothing in this ordinance shall be construed to repeal, modify, or interpret (i) Ordinance No. 2017-083 except as amended by Section 1 of this ordinance, and (ii) Ordinance No. 2022-003 or the City's Natural Gas Franchise Ordinances, which shall also supersede and control over this ordinance in the event any part of this ordinance shall be declared to be in conflict or noncompliant with either Ordinance No. 2022-003 or the City's Natural Gas Franchise Ordinances. Notwithstanding any other section of this ordinance, the City Council, having been made aware of SUA's tariff and rate structure for the State of Arkansas which includes a new three-year customer credit rider, does not by this ordinance find or affirm that the absence or lack of a commensurate credit inuring to the benefit of the City of Texarkana, Texas, in the rates and rate schedules as set out in Exhibit "A" complies with Ordinance No. 335-84.

SECTION 8. If any portion of the rates or service charges established herein shall be declared invalid for any reason, the invalidity hereof shall in no manner affect the validity and enforcement of the remainder of such rates for service charges.

SECTION 9: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **14th day of February, 2022.**

ATTEST:

Jennifer Evans, City Secretary	Bob Bruggeman, Mayor

Attachment: 2022-004 ORD Summit - readopt tariff REVISED for FEB 14 (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-1.1/3

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Residential

PART I – Rate Schedule No. 1

Title: RESIDENTIAL FIRM SALES SERVICE (RS-1) Effective: (to be determined)

1. RESIDENTIAL FIRM SALES SERVICE (RS-1)

1.1. AVAILABILITY

1.1.1. This rate is available to any consumer where gas is delivered to an individually metered, single, private dwelling and its appurtenances, the major use of which is for household appliances, and for the personal comfort and convenience of those persons residing therein. This rate schedule is not available for any dwelling used principally for commercial purposes. Natural gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby service is not available under this rate schedule.

1.2. RATES

1.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows:

(a) Monthly Customer Charge -- $10.75. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Rate:

First 15 Ccf at $0.45335 per Ccf
Over 15 Ccf at $0.36576 per Ccf

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-1.2/3

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Residential

PART I – Rate Schedule No. 1

Title: RESIDENTIAL FIRM SALES SERVICE (RS-1) Effective: (to be determined)

(d) WNA Rider will be applicable only to volumes in excess of 15 Ccf per month.

1.3. MINIMUM CHARGE

1.3.1. Monthly Customer Charge -- $10.75. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

1.4. RIDERS

1.4.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule:

Rider Name	Description	Identification on Customer Bills
TA	Municipal Tax Adjustment	Municipal Franchise Adj
WNA	Weather Normalization Adjustment	Weather Normalization Adj
EECR	Energy Efficiency Cost Recovery Rider	EE Cost Rate

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-1.3/3

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Residential

PART I – Rate Schedule No. 1

Title: RESIDENTIAL FIRM SALES SERVICE (RS-1) Effective: (to be determined)

1.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-2.1/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: (to be determined)

2. SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

2.1. AVAILABILITY

2.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Company's existing facilities. This rate schedule is available to any consumer engaging in business, professional, institutional or other non-residential activity supplied at an individually metered point of delivery for all uses of gas. Natural gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby service is not available under this rate schedule.

2.1.2. Gas consumption under this rate schedule is limited to 365,000 Ccf in any 12 consecutive month period. If at any time, it is anticipated, based on Company's estimate, that the customer will consume in excess of 365,000 Ccf per year in the succeeding 12 consecutive month period, the customer shall become subject to the applicable large commercial firm service rate schedule.

2.1.3. Company has historically allowed the volume usage of meters at business facilities under common ownership and subject to this rate schedule to be aggregated for the sole purpose of establishing eligibility for transportation as referenced in Part 3.1.3. of Rate Schedule LCS-1. Customers historically qualifying for transportation under this aggregation provision shall remain subject to the rates and charges under this rate schedule in addition to any additional specific rates, charges, or adjustment riders peculiar to the Transportation Supply Option ("TSO") set out in Rate Schedule LCS-1, such as, but not limited to, administrative fees. Customers aggregating volume shall be subject to all provisions and policies governing TSO option customers as specified in LCS-1, except as provided for herein. Although no aggregation will be allowed for eligibility, the ability to aggregate for eligibility purposes at existing and new locations shall remain

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-2.2/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: (to be determined)

unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS-1 or LCS-1 rate schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO.

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

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

2.1.5. Seasonal Transportation. Customer facilities experiencing more than 80% of annual load during the flow months April through October, and who experience or anticipate an average daily demand of more than 10 MMBtu per day during any consecutive 30-day period of the preceding or succeeding April through October, are eligible to transport on a seasonal

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-2.3/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: (to be determined)

basis. Customers meeting the aforementioned criteria, may elect the TSO option and choose a subsequent return to the System Supply Option ("SSO") only once during the calendar year. Customers electing the TSO on a seasonal basis, pursuant to notice given prior to May 31st or thirty days prior to commencement of service, whichever is earlier, may receive transportation service for a continuous period of at least 30 days between April 1 and October 31. Customers electing the TSO option on a seasonal basis are subject to the TSO contract administration fee. Additionally, each participating location shall pay a $300 set-up fee upon initial election and upon any subsequent return to transportation service.

2.2. RATES

2.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows:

(a) Monthly Customer Charge - $14.67. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Rate for customers electing the SSO option:

First 1,500 Ccf at	$0.17133
1,501 – 15,000 Ccf at	$0.12959
Over 15,000 Ccf at	$0.05555

Distribution Rate for customers electing the TSO option:

First 150 MMBtu at	$1.68620
151 – 1,500 MMBtu at	$1.27534
Over 1,500 MMBtu at	$0.54673

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-2.4/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: (to be determined)

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

(d) WNA Rider will be applicable only to volumes in excess of 78 Ccf.

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

2.3. MINIMUM CHARGE

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

2.4. TELEMETERING

2.4.1.

Telemetering is required for customers electing and qualifying for transportation service. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow at customer's point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-2.5/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: (to be determined)

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

In the event customer has in place working telemetering facilities and equipment; and the customer receives system supply service; and Company determines it necessary to keep the telemeter(s) operational, Company will arrange and pay for the associated telecommunications cost while the customer receives sales service under this rate schedule.

2.4.2. If customer chooses analog telemetry, then customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-2.6/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: (to be determined)

bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary.

If customer chooses wireless telemetry, then customer shall pay Company $10 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.

2.5. RIDERS

2.5.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule:

Rider Name	Description	Identification on Customer Bills
TA	Municipal Tax Adjustment	Municipal Franchise Adj
WNA	Weather Normalization Adjustment	Weather Normalization Adj
EECR	Energy Efficiency Cost Recovery Rider	EE Cost Rate

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-2.7/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: TBD

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

2.6. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.1/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3. LARGE COMMERCIAL FIRM SERVICE (LCS-1)

3.1. AVAILABILITY

3.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Company's existing facilities. This rate schedule is available to any customer at a particular facility owned or operated by customer who enters into a large volume commercial service agreement ("Agreement") with Company, in the form appended to this rate schedule on reasonable terms and conditions acceptable to the Company, for delivery of gas at the facility, provided such facility has experienced, or anticipates, an average daily demand of more than 100 MMBtu per day during the preceding or succeeding twelve (12) months, respectively.

For the purpose of establishing eligibility for the Transportation Supply Option ("TSO") defined in this rate schedule, customers experiencing or anticipating an average daily demand of 10 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. Customers choosing the TSO will remain under their originating SCS or LCS rate schedules, and are additionally subject to any specific rates, charges or riders specific to the TSO.

3.1.2. Company has historically allowed the volume usage of meters at facilities under common ownership and subject to other commercial rate schedules to be aggregated for the sole purpose of establishing eligibility for transportation. Although no aggregation will be allowed for eligibility, the ability to aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS or LCS rate schedule, and are

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.2/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

additionally subject to any specific rates, charges or riders specific to the TSO.

3.1.3. Customers under this rate schedule may choose between two sources of supply, as follows:

(a) System Supply Option ("SSO") - under which customer will be delivered natural gas supply designated as general system supply of Company.

(b) Transportation Supply Option ("TSO") - under which customer will be delivered natural gas supply received for customer's account at points of receipt on Company's distribution facilities.

3.1.4. The customer's election between the two supply options under this rate schedule shall be set forth in the requisite Agreement which will specify the term (duration) of this customer election. Under no circumstances shall the Company be obligated to (a) deliver natural gas volumes to a customer under this rate schedule from a supply source other than the one reflected in customer's election embodied in the Agreement or (b) enter into an agreement with a term of less than one year. LCS customers failing to execute the requisite agreement setting forth the supply option election, shall default to the System Supply Option, and shall remain until such time that an agreement setting forth the alternative supply option is executed.

3.1.5. If customer has human needs requirements, or other requirements necessary for the preservation of life, health or physical property, the Company will require customer to certify and document such requirements in writing prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change.

3.1.6. Additionally, if customer has human needs requirements under the TSO, the Company will require customer to certify and document to Company that it:

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.3/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

(a) has made firm pipeline capacity and gas supply arrangements sufficient to ensure non-interruptible deliveries to satisfy its level of human needs requirements. This documentation will include written acknowledgement from the upstream pipeline that firm, primary delivery point capacity is under contract for the appropriate location that will service customer, and that such capacity is under contract for the entire November through March time period; or,

(b) has one or more alternative energy back-up systems in place to provide for continuous energy to satisfy the total human needs requirements that otherwise would be met by natural gas. In such instance, there will be no requirement to meet this firm pipeline capacity and gas supply provision.

3.1.7. Customers converting from sales service to transportation service shall bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from that conversion, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the converting customer upon request. Upon request, Company shall provide a good faith estimate of such costs/credits based upon representations made by the customer as to usage, demand, timing, and other factors.

3.1.8 Customers converting from transportation service to sales service will be required to contract for such sales service between the months of February through April preceding the expiration of the primary or any succeeding term of the Customer's existing contract. Customers seeking to contract for sales service during the required time frame will be allowed to convert to sales service provided that the Company is able to secure firm upstream transportation capacity and other upstream pipeline services sufficient to

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.4/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

meet the Customer's needs. Any such conversion will be effective upon the expiration of the term of the Customer's existing contract, unless the Company and the Customer agree otherwise.

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

3.2. MAXIMUM QUANTITIES

3.2.1. Company and customer shall agree upon a Maximum Daily Winter Quantity ("MDWQ") applicable to the period from November through March which will be reflected in the Agreement, and shall establish the maximum MMBtu Quantity that the Company will be obligated to deliver on a firm basis on any given day to customer's point of delivery until such maximum quantity is revised pursuant to Part 3.2.4.

3.2.2. Average Daily Volume shall be calculated by dividing the annual volume by 365.

3.2.3. Under no circumstances is Company required to agree to an MDWQ, Average Daily Volume or other quantity-related obligation under this rate

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.5/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

schedule that it finds inconsistent with actual expected operating outcomes or load requirements based on observed historical operating data, the level and nature of currently installed natural gas facilities, equipment and appliances, or other relevant, reasonable and appropriate information or data. When entering into a new Agreement, an existing customer will not be required to agree to an MDWQ, Average Daily Volume or other quantity-related obligation under this rate schedule that is less than the quantities in effect during the previous Agreement, provided, however, that the quantities sought by the customer were actually experienced during the two-year period preceding the new Agreement.

3.2.4. Unless agreed otherwise, should customer deliveries exceed the Initial MDWQ during the period from November through March, then delivery demand set on that day shall reestablish the MDWQ and shall hereinafter be referred to as the Replacement MDWQ. Should annual deliveries exceed previously established levels, for the prior 12-month period, then the Initial Average Daily Volume will be reestablished for the annual period, and shall be known as the Replacement Average Daily Volume. The Replacement MDWQ or Average Daily Volume, respectively, become effective on the first day of the month after which the excess occurred for all meters read on and after that date, and continue for the remaining term of the contract or until such time that a Replacement MDWQ or Average Daily Volume is established. The Replacement MDWQ or Average Daily Volume shall not, however, exceed the quantity that is capable of being received or delivered on a firm basis. In the event that the Replacement MDWQ or Average Daily Volume would otherwise exceed the quantity that is capable of being received or delivered on a firm basis, then the Replacement MDWQ or Average Daily Volume shall be the maximum level that can be received or delivered on a firm basis.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.6/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3.2.5. Company shall not be obligated to receive or deliver more than the Maximum Hourly Quantity ("MHQ"). If customer takes gas in excess of the specified MHQ at the point of delivery without the approval of Company, and such excess flow causes physical harm to the Company, its other customers or its facilities, then customer shall reimburse Company for the actual cost of damages or harm or repairs to its facilities, plus overhead expenses, within 15 days after the date of Company's invoice to customer for such damages.

3.3. CAPACITY DEMAND

3.3.1. Each individually metered point of delivery under this rate schedule shall have a capacity demand ("CD"), equal to the higher of:

(a) The Initial MDWQ specified in customer's Agreement with Company, subject to the maximum quantities provision herein, or the Replacement MDWQ as established pursuant to the provisions of Part 3.2.4.

(b) The Initial Average Daily Volume specified in customer's Agreement with Company, or the Replacement Average Daily Volume as established pursuant to the provisions of Part 3.2.4.

3.3.2. This CD shall be the billing determinant for both distribution demand charges and Fixed Storage Charges, Fixed Gas Supply Charges and Fixed Transportation Charges (GSR Demand) under the Gas Supply Rate Rider. The Initial MDWQ or Initial Average Daily Volume, the higher of which is also known as the Initial CD, shall remain in place until such time as a Replacement MDWQ or Replacement Average Daily Volume, the higher of which is also known as the Replacement CD, is established pursuant to the provisions of Part 3.2.4. During the course of the contract term, the CD established as billing determinant shall be the higher of the Initial CD under the contract or any Replacement CD established during the previous 12-month period. Unless agreed upon otherwise, if during the course of a

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.7/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

multi-year contract, any Replacement CD established pursuant to Part 3.2.4. does not re-occur during any prior 12-month period, then effective the first day of the following month the Replacement CD will be established as the higher of the Initial CD or highest daily volume during the MDWQ period that falls within the previous twelve months. In no instance shall the Replacement CD be based upon usage occurring before the effective date of the customer's Agreement.

3.4. RATES

3.4.1. Each customer receiving service under this rate schedule, other than small commercial firm sales service customers historically qualifying under the Part 3.1.2. aggregation provision, shall be charged the sum of (a), (b), (c) and (d) as follows:

(a) Distribution Customer Charge - $290.00 per month. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Demand Charge per MMBtu of CD per month:

(i) $8.01586per MMBtu of CD up to 400 MMBtu of CD

plus, if applicable

(ii) $1.23854 per MMBtu of CD over 400 MMBtu of CD.

(c) Gas Supply Rate Rider :

(i) SSO - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Company's Gas Supply Rate Rider.

(ii) TSO - The customer will provide the appropriate LUFG-in-Kind as described in the Company's Gas Supply Rate Rider. Volumes provided as LUFG-in-Kind will not be considered

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.8/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

in the calculation of Capacity Demand and shall not be subject to Distribution Charges.

3.4.2. Monthly charges applicable to customers under the TSO described in Part 3.1.3. of this rate schedule, including small commercial firm sales service customers historically qualifying under the Part 3.1.2. aggregation provision of this rate schedule or qualifying for transportation under the SCS rate schedule, are as follows:

(a) Contract Administration Fees:

TSO - $332.61 per month.

3.5. MINIMUM CHARGE

The sum of (a), (b), and (c) if applicable:

(a) Distribution Customer Charge - $290.00 per month. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Demand Charge - per MMBtu of CD per month:

(i) $8.01586 per MMBtu of CD up to 400 MMBtu of CD

plus, if applicable

(ii) $1.23854 per MMBtu of CD over 400 MMBtu of CD

(c) Contract Administration Fee – TSO - $332.61 per month.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.9/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3.6. TELEMETERING EQUIPMENT

3.6.1. Telemetering is required for all customers who receive service pursuant to this rate schedule, including customers qualifying under Part 3.1.2. of the aggregation provision of this rate schedule. If Company does not have telemetry at customer's point of delivery, upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at customer's point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.10/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

require pressure instrumentation. The customer will not be subject to meter reading fees.

3.6.2. If customer chooses analog telemetry, then customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary.

If customer chooses wireless telemetry, then customer shall pay Company $10 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.

3.7. RIDERS

3.7.1 In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule:

Rider Name	Description	Identification on Customer Bills
TA	Municipal Tax Adjustment	Municipal Franchise Adj
EECR	Energy Efficiency Cost Recovery Rider	EE Cost Rate

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

3.8. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.11/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

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

3.9. BILLING AND PAYMENT

3.9.1. Customer's bills will be based on capacity demand and the quantity of MMBtu's delivered to customer at the delivery point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within fourteen (14) days after the date the bill is mailed or made available electronically. Company shall have the right to bill customer each month hereunder on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Amounts past due hereunder shall bear interest from the due date until paid at the maximum lawful rate. The Company shall not discontinue service to customer for violation of its rates and policies nor for non-payment of bills, without first having diligently tried to induce the customer to comply with its rates and policies, or to pay amounts due the Company. Company may suspend service to customer after written notice shall have been given to the customer by the Company in the manner provided for in the Commission's Rules. Company may require as a condition of recommencement or continuation of service the maximum refundable deposit or bond allowed by the Commission to secure payment of bills. Interest at such rates as are required by the Commission shall be paid on any such deposit amount.

3.10. DEFINITIONS

3.10.1. The following terms when used herein shall be construed to have the following meaning, except where the context of their use clearly indicates another meaning:

3.10.2. The term "Large Volume Commercial Customer Agreement" (Agreement) shall mean a written and fully executed agreement between Company and

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.12/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

customer which provides for service under the applicable supply option of this rate schedule.

3.10.3. The term "customer" shall mean the party so identified in the Agreement, or its designee.

3.10.4. The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Standard Time, at the point at which delivery of gas is made.

3.10.5. The term “month,” “Service Month,” or “monthly” shall mean the period beginning at or as near as practicable to 9:00 a.m., Central Standard Time, on the first day of the calendar month and ending as near as practicable to 9:00 a.m. on the first day of the next succeeding calendar month.

3.10.6. The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3.10.7. The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute.

3.10.8. The term "Mcf" shall mean one thousand (1,000) cubic feet of gas.

3.10.9. The term "Btu" shall mean British Thermal Unit.

3.10.10. The term "MMBtu" shall mean one million (1,000,000) Btu's.

3.10.11. The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.13/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

charges associated with delivery of the product by Company or any supplier pipeline of the Company.

3.10.12. The term "balancing" shall mean the service provided by Company when quantities of gas received by Company at the Point(s) of Receipt differ at any time from the quantities of gas delivered by Company at the Point(s) of Delivery under the Agreement.

3.10.13. 3.10.13.The term "Point(s) of Receipt" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of customer.

3.10.14.The term "Point(s) of Delivery" shall mean the point or points specified in the Agreement where Company agrees to deliver gas transported for the account of customer.

3.10.15.The term "imbalance" shall mean the difference in the MMBtu's of natural gas which customer takes at the Point(s) of Delivery and the MMBtu's which customer provides for transportation at the Point(s) of Receipt.

3.10.16.The term “Average Daily Volume” shall be calculated by dividing the annual volume by 365.

3.10.17.The term “Maximum Hourly Quantity” or “MHQ” shall mean the maximum MMBtu Company is obligated to deliver or receive for customer’s account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of, MDWQ or Average Daily Volume.

3.10.18.The term “Initial CD” shall mean the higher of the Average Daily Volume or the Maximum Daily Winter Quantity “MDWQ.” The Initial CD shall be negotiated by the Company and the customer.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.14/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3.10.19. The term "Initial Maximum Daily Winter Quantity" shall mean the Maximum Daily Winter Quantity "MDWQ" reflected on the initial Exhibit A to the Large Volume Commercial Customer Agreement.

3.10.20. The term "Replacement CD" shall mean a daily volume higher than the Initial CD, that is substituted and used as a CD pursuant to Part 3.3.2.

3.10.21. The term "Replacement Maximum Daily Winter Quantity" shall mean the Maximum Daily Winter Quantity "MDWQ" reflected on the revised Exhibit A to the Large Volume Commercial Customer Agreement.

3.10.22. The term "*Inside FERC* Enable-East First-of-the-Month Index," or "Enable Index," shall mean the price published in Platt's *Inside FERC*'s *Gas Market Report* under the heading "Prices of Spot Gas Delivered to Pipelines" for "Enable Gas Transmission, LLC." "East" under the subheading "Index" for the applicable Month of gas delivery. For any month in which Platt's *Inside FERC Gas Market Report* fails to report an Enable Index, Company shall substitute the price published in Platt's *Inside FERC Gas Market Report* under the heading "Market Center Spot Gas Prices" for "Henry Hub" under the subheading "Index" for the applicable Month of gas delivery (the "Henry Hub Index"), adjusted to reflect a historical variance between the Enable Index and the Henry Hub Index. The variance shall be the average of the difference between the Henry Hub Index and the Enable Index for the two most recent months in which both indices were published by Platt's *Inside FERC's Gas Market Report*. "

3.11. GOVERNMENTAL REGULATIONS

3.11.1. Service hereunder shall be subject to all relevant present and future local, state and federal laws and all rules, regulations and orders of regulatory authorities having jurisdiction over any of the parties, as applicable, and the obligations of all parties hereunder are subject to obtaining whatever regulatory approvals and authorizations are necessary for the lawful

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.15/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

implementation of the Agreement, on continuing conditions satisfactory to the party affected. Customer shall cooperate with the Company by providing promptly all information and in making whatever reports or filings are necessary in regard to service rendered under this rate schedule. Neither party shall be held in default for failure to perform hereunder if such failure is due to good faith compliance with the requirements of any such laws, orders, rules and regulations. Should any governmental body having jurisdiction impose on the Company or the services provided hereunder or otherwise require service hereunder on terms and conditions that are unacceptable to Company, in its sole discretion, then Company may terminate service hereunder at any time thereafter upon notice to customer. Customer shall also reimburse Company, or cause Company to be reimbursed, for any fees, taxes (other than income and property taxes) or other charges levied or paid by Company to any governmental authorities in connection with or attributable to the services provided hereunder.

3.12. MEASUREMENT

3.12.1. Except as may be otherwise provided elsewhere herein or required by law, the measurement and testing of gas received and delivered hereunder shall be done by Company, or its designee, as measuring party in accordance with the following:

3.12.2. The gas received by Company hereunder shall be measured as follows:

3.12.2.A. The unit of volume shall be 1,000 cubic feet of gas (Mcf) at a temperature base of 60 degrees Fahrenheit and at a pressure base of 14.73 pounds per square inch absolute. Whenever the actual conditions of pressure and temperature of the particular gas stream being measured differ from the above standard, conversion of the volume from such actual conditions to the above standard conditions shall be made in accordance with the Ideal Gas Laws corrected for super-compressibility in

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.16/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

accordance with the method customarily used by the measuring party.

3.12.2.B. Measurements of gas shall always be in accordance with requirements of law, and if the procedures, bases, or standards herein contemplated to be used in the determination of gas volumes are changed by law or regulatory action, the applicable rates shall be appropriately modified and adjusted to the extent necessary to the end that calculations to determine sums of money due hereunder after the change will reach the same end result in dollars and cents as would have been reached in the absence of such change.

3.12.2.C. The temperature of the gas at each point of receipt shall be (i) determined by a recording thermometer, (ii) determined by taking the average of the daily readings of an indicating thermometer, or (iii) assumed by mutual agreement to be 60 degrees Fahrenheit, provided that, if a recording thermometer is not being used, customer shall have the right, by reimbursing the cost of the equipment and its installation, to require the use of a recording thermometer. The Btu content of the gas per cubic foot shall be determined on a dry basis in accordance with good engineering practice in a manner reasonably calculated to result in a fair and accurate determination.

3.12.2.D. The specific gravity of the gas shall be determined in accordance with good engineering practice as often as found necessary in operation.

3.12.2.E. Standard type measuring and testing equipment necessary to measure and determine quantities hereunder shall be installed, operated and maintained in a workmanlike manner. Readings, calibrations, tests, repairs and adjustments of said equipment,

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.17/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

and changing of charts, shall be done only by employees or agents of measuring party and in accordance with good engineering practice as often as found necessary in operation. Orifice meters, if used, shall be installed and operated, and volumes computed, in accordance with the latest version of the American Gas Association Gas Measurement Committee Report and Appendices thereto, and such amendments thereof as measuring party may place in use on its system for transactions of this type. Customer shall have access to the measuring and testing equipment at reasonable times, and shall have the right to have a representative present at tests, calibrations and adjustments thereof. Upon request by customer for a special test of any meter or auxiliary equipment, the accuracy of same shall be verified promptly, provided that the cost of such special test shall be borne by customer unless the percentage of inaccuracy is found to be more than two percent (2%), then previous readings shall be corrected to zero error for the period of time during which the equipment was known to be inaccurate, or if not known then to the shorter of six (6) months or the last date that the meter was tested; if said total inaccuracy is not more than two percent (2%), then previous reading shall be considered correct but the equipment shall be adjusted to read correctly. Measuring party shall not be required to verify the accuracy of such equipment more than once in any 90-day period, unless customer has a specific and verifiable reason to believe that the equipment is inaccurate by more than 2%.

3.12.2.F. If any meter or auxiliary equipment is out of service or out for repair for a period of time so that the quantity of gas delivered cannot be ascertained or computed from the reading thereof, then the quantity delivered during such period shall be estimated

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.18/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

upon the basis of the best data available, using the first of the following methods which is feasible: (i) by correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculations; (ii) by using the registration of any check equipment installed and accurately registering, or (iii) by estimating the volume on the basis of deliveries during preceding periods under similar conditions when the equipment was registering accurately.

3.12.2.G. Upon request, measurement charts and records shall be submitted to customer for examination, the same to be returned within twenty (20) days. The measurement charts and records for a given accounting month shall be conclusively presumed correct if no written objection thereto is served on Company within the 12-month period following the given accounting month. All test data, meter charts and similar records shall be preserved for a period of at least one (1) year.

3.12.2.H. The formal measurement and testing of gas hereunder shall only be by the equipment operated by measuring party, but customer may install, operate and maintain, at customer's own cost, risk and expense and in the same manner as is required for the primary equipment hereunder, check measuring and testing equipment of standard type, provided that the same does not interfere with the operation of the primary equipment. Company shall have the same rights with respect to check equipment as customer has with respect to the primary equipment.

3.12.2.I. If Company causes any or all of the foregoing measurements and testing procedures to be done by a third-party designee, then in such event:

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.19/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3.12.2.I(1) Customer's rights hereunder with respect to the third-party's equipment and procedures will be subject to reasonable arrangements by Company with such third party; and

3.12.2.I(2) If the third party's usual and customary procedures differ in particular respects from the detailed procedures set out above, then the third-party's procedures, and measured quantities resulting therefrom shall be acceptable and used hereunder so long as they are consistent with good engineering practice in the industry.

3.12.2.J. The gas delivered by Company to customer after transportation shall be measured in the same manner as are volumes sold by Company to customers of similar size as customer under Company's sales rate schedules.

3.12.2.K. Volume measured in Mcf will be subject to thermal adjustment and billed in MMBtu as measured on a dry basis. Delivered volumes will be adjusted by the appropriate thermal content factor obtained from the nearest available chromatograph or sampling location. The formula for conversion from Mcf to MMBtu is as follows: Mcf x thermal content factor = MMBtu.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.20/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3.13. FORCE MAJEURE

3.13.1. Neither customer nor Company shall be liable to the other for failure to perform their respective obligations under the Agreement (other than to make any and all payments thereunder) due to acts or conditions beyond the reasonable control of the parties affected. The obligations of the affected party to perform shall be suspended so long as and to the extent that performance is prevented by the occurrence of such acts or conditions. Such acts or conditions shall be deemed to include, but not be limited to, fire, labor disputes, acts of God, the elements, wars, epidemics, riots, civil disturbances, explosions, breakdown of equipment, test and repairs of pipeline facilities, freezing of wells or pipelines, requirements of local, state or federal authorities, failure of any intermediate transporters relied upon by Company to transport the gas for any reason, failure of appropriate regulatory approvals or lack of sufficient capacity, the inability of Company to obtain or maintain such regulatory authorizations as may be necessary for the lawful performance of the service contemplated hereby on continuing conditions satisfactory to Company, the curtailment of service by Company in accordance with Company's curtailment plan as effective from time to time, failure of gas supply and any other cause, similar or dissimilar, not within the reasonable control of the party claiming relief. The party affected shall notify the other promptly and shall remedy the cause of suspension with reasonable diligence, retaining to such party unqualified discretion in settling labor disputes.

3.14. OPERATING INFORMATION AND FORECASTS

3.14.1. Customer, upon request, shall furnish or cause to be furnished to Company from time to time such reasonable data as in Company's judgment is necessary for the proper analysis of the daily and annual gas load requirements of customer for this service. Customer at all times shall keep Company informed of anticipated significant changes in the size and character of such load requirements.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.21/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3.15. USE

3.15.1. All gas delivered to customer under the Agreement shall be for customer's own use and shall not be resold.

3.16. NON-SYSTEM SUPPLY: TERMS AND CONDITIONS

3.16.1. Customer transactions operating under the SSO described in Part 3.1.3. of this rate schedule shall be governed by Company's other generally applicable rates and policies. The operating terms and conditions of service provided hereinafter, in addition to the Company's other generally applicable rates and policies not consistent therewith, shall apply to customer transactions under the TSO of this rate schedule.

3.17. NOTICES

3.17.1. Notices, requests, demands, statements, or bills provided for under this rate schedule and the Agreement (other than those related to nomination, scheduling and other operational issues having immediate operational consequence and requiring shorter notice that either Company or customer may desire to give the other, as provided for under Part 3.32.1.) shall be in writing and if delivered shall be considered as duly delivered when mailed by registered or certified mail to the post office address of Company or customer as indicated in the Agreement, or at such other address as either shall designate by formal written notice to the other. Routine, non-operational communications, including monthly statements and payments if received, shall be considered as duly delivered when mailed by either registered, certified or ordinary mail or when provided electronically.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.22/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3.18. RECEIPT OF GAS FOR TRANSPORT

3.18.1. The customer must tender the gas for transportation hereunder at a mutually agreeable point or points as specified in the Agreement at whatever pressure is necessary to effect deliveries of the gas against the fluctuating working pressures maintained in Company's system at that point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales to Company's customers.

3.18.2. Company will be responsible for installing and operating the necessary tap and measurement facilities at each point of receipt to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by customer, upon Company's request, customer shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

3.19. DELIVERY OF GAS BY COMPANY AFTER TRANSPORTATION

3.19.1. Except as may be otherwise specified elsewhere herein, the gas shall be tendered for delivery after transportation at the working pressures maintained from time to time by the delivering party at the designated point of delivery as specified in the Agreement from time to time. It is recognized that the gas delivered to customer after transportation will not be the same gas that Company received for transportation, but that the gas delivered after transportation will meet the quality specifications applicable to gas that Company sells on its system from its general system supply. Company will use its best efforts consistent with the prudent operation of its system to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then customer shall notify Company

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.23/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

of such deficiency and thereupon may, at customer's option, refuse to accept delivery pending correction by Company.

3.19.2. The point where responsibility for the gas shall pass to customer after transportation shall be at the outlet of the delivery facilities at the designated point of delivery. Customer shall provide reasonable access to the premises at the point of delivery for any purpose connected with this service.

3.19.3. Company shall install, operate and maintain whatever facilities are necessary to deliver the gas at the point or points of delivery hereunder and shall indemnify customer and hold it harmless from and against any and all claims, actions, suits, damages, liabilities, penalties, costs and expenses arising out of use, possession or presence of the gas before it passes the point of delivery. If Company agrees to provide new or additional facilities to perform services requested by customer, upon Company's request, customer shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

3.19.4. Customer shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize the gas at and beyond the point of delivery hereunder, and shall indemnify Company and hold it harmless from and against any and all claims, actions, suits, damages, liabilities, penalties, costs and expenses arising out of the use, possession, or presence of the gas at and after it passes the point of delivery.

3.19.5. If the services of one or more other transporters are necessary for Company to provide the service herein contemplated, Company's obligations hereunder shall be subject to the availability of such services by others on continuing terms and conditions acceptable to Company, and in such event, customer agrees that Company may act as agent for customer in arranging for such services, including execution of the necessary agreements therefore and administering same, and arranging and confirming capacity release transactions necessary to facilitate the transaction, provided that, unless

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.24/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

otherwise provided elsewhere, any costs and/or charges or penalties associated with such services by a third party to the point of delivery hereunder shall be borne by customer.

3.20. SCHEDULING AND NOMINATIONS

3.20.1. Nominations for gas flow shall be submitted by customer to Company no later than 10:00 a.m. Central Standard Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by customer to Company no later than 10:00 a.m. Central Standard Time the last business day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and customer may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries and projected deliveries for the Service Month; or (B) higher than the MDWQ or MDSQ in the applicable season; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by the Company, that nomination will remain in effect through the end of the month or until changed by the customer. Company shall confirm nominated volume to Pipeline.

3.20.2. Company will require customer to comply with the scheduling and nominating procedures as set forth in customer's upstream pipeline supplier's transportation tariffs as on file with and approved by the Federal Energy Regulatory Commission. Customer shall be liable for and shall compensate Company for any costs imposed upon Company as a result of customer's scheduling and nomination deviations or non-compliance.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.25/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3.21. BALANCING

3.21.1. General Intent: These balancing provisions are in recognition of the fact that Company's upstream transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply.

3.21.1.A. SSO transactions are allocated costs associated with the Company's upstream transportation, storage and no-notice service capacity. Therefore, SSO transactions have defined relative rights to those upstream services.

3.21.1.B. TSO transactions are not allocated any costs associated with the Company's upstream transportation, storage and no-notice services or associated capacity. Therefore, TSO transactions carry no explicit or implicit right to make use of the Company's upstream services or associated capacity.

3.21.2. [Reserved.]

3.21.3. [Reserved.]

3.21.4. Company shall make available electronically daily imbalance information which shall notify customer of any imbalance under an Agreement in the current Service Month, based on the best information then available to Company, including, but not limited to data such as nominations, allocations, electronic measurement data, and meter observations. The provision of such information shall not relieve customer of its obligations under this tariff to avoid, correct or eliminate actual imbalances.

3.21.5. Customers shall make a good faith effort to: (i) conform their takes each day at delivery points with their deliveries to Company at receipt points on the same day and thereby minimize imbalances; and (ii) to correct any such imbalances as soon as practical. Company shall monitor the accumulation of daily imbalances by customer and shall have the right to

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.26/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

take corrective action pursuant to this tariff, as required, to eliminate customer encroachment upon upstream transportation, storage, or no-notice service capacity held by Company for general system supply.

3.21.5.A. A Critical Period Event may be called for operational purposes relating to a physical event causing or threatening a system failure and/or existence of an Operational Flow Order ("OFO") on the upstream pipeline. Additionally, the Company's declaration of a Critical Period Event will be location-specific, when possible, and the Company is not required to apply the Critical Period Event where corrective action would not be curative of the critical situation. A Critical Period Event declared for economic purposes shall be applicable only to customers with an annual average customer delivery of 100 MMBtu or less. Critical Period Events declared for economic purposes may be declared only on days when the *Gas Daily* price differs by more than $.50 per MMBtu from the *Inside FERC* Enable-East First-of-the-Month Index. The Company shall notify affected customers verbally of the critical situation and customers shall have a minimum of twenty-four (24) hours to bring receipts and deliveries into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to customer of critical situation, customer has not balanced receipts and deliveries, Company shall have the right to balance deliveries and receipts. Company shall not be obligated to redeliver a greater volume of gas to the point of delivery than it received at the point of receipt for customer's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the critical situation no longer exists. An imbalance that occurs during such critical situation, after the

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.27/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

expiration of the notice period, may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the "Critical Period Price."

(i) The Critical Period Price shall be the applicable regional posting for the upstream pipeline expressed in ($/MMBtu) for the day of delivery as found in the publication *Gas Daily* under the heading "Daily Price Survey" and under the subheading "Midpoint." If *Gas Daily* fails to publish this information for the upstream pipeline for the day of delivery, then the Critical Period Price shall be based upon the same information published by *Gas Daily* in regard to Henry Hub for the day of delivery, adjusted to reflect the variance between the most recently published monthly indices for the applicable upstream pipeline and Henry Hub.

(ii) If, on any day during a critical situation, after the expiration of the notice period, customer delivers to Company volumes of gas that are greater than customer's gas requirements at the point of delivery then Company can purchase such over-delivered volumes at the point of delivery from customer at the following rates per MMBtu. The first 6% of over-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 6% will be cashed out at a rate equal to 50% of the Critical Period Price.

(iii) If, on any day during a critical situation, after the expiration of the notice period, customer delivers to

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.28/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

Company volumes of gas that are less than customer's gas requirements at the point of delivery, then Company may require customer to purchase such deficiency at the point of delivery from Company at the following rates per MMBtu. The first 6% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 6% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

(iv) Any Critical Period imbalance incurred of 10 MMBtu or less shall not be subject to Critical Period cash-out pricing. Such imbalances will be deferred until the end of the month, and will be cashed out in accordance with the terms of Part 3.21.8.

(v) Company shall make a reasonable effort to provide 24 hours' notice of the issuance of a CPE. Upon issuance of notice of a CPE, Company will allow shipper to submit revised nominations to the extent permitted by the upstream pipeline declaring an OFO, in an attempt to minimize imbalance activity on the Company's system. During any CPE, Company shall remain obligated to deliver all natural gas supplies that it receives on behalf of each individual shipper.

3.21.5.B. For any multi-day period measured from the beginning of the first day of the Month where a cumulative imbalance is equal to or greater than 6% of the projected deliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.29/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cash-out transactions for cash out quantities that are 3% or less of deliveries shall be equal to 75% of the Critical Period Price for cash-out purchases by Company from customer and 125% of Critical Period Price for cash-out purchases required of customer from Company. The "cash-out" price applicable to such intra-month cash-out transactions for cash out quantities that are in excess of 3% of deliveries shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from customer and 150% of Critical Period Price for cash-out purchases required of customer from Company. The Company shall give a two-day warning before penalties are imposed.

3.21.6. Company shall not be obligated under any circumstances: (i) to deliver more gas to customer during any given day or month than it shall have received for the account of customer during said period; or (ii) to receive or deliver during any given Day a total quantity of gas in excess of the MDWQ.

3.21.7. Customer will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of customer, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve customer of its obligations under this rate schedule or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.30/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3.21.8. At the end of each Service Month, remaining customer Imbalances to the extent the receipts do not equal deliveries under customer's Agreement shall be cashed out. To the extent customer owes natural gas volumes to Company (deliveries exceeded receipts) customer will purchase said volumes at the applicable cash-out price described below. To the extent Company owes natural gas volumes to customer (receipts exceeded deliveries), Company will purchase said volumes at the applicable cash-out price described below.

	Overage	Underage
Imbalance Level	The Company Pays Customer	Customer Pays the Company
From 0% to 5%	100%	100%
From 5% to 10%	80%	120%
From 10% to 15%	70%	130%
From 15% to 20%	60%	140%
Greater than 20%	50%	150%

Overages in all tiers will be priced, using the applicable percentage, at the lesser of: *Inside FERC* Enable-East First-of-the-Month Index or the Company's Commodity Cost component. Underages in all tiers will be priced, using the applicable percentage, at the greater of: *Inside FERC* Enable-East First-of-the-Month Index or the Company's Commodity Cost component under the Gas Supply Rate Rider.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.31/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3.21.9. The imbalances incurred due to customers' reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range for the determination of the applicable cash-out price.

3.22. PREDETERMINED ALLOCATION

3.22.1. Should customer elect service under this rate schedule under more than one of the two supply options, such that gas delivered by Company at any single delivery point will involve supply under more than one of the two options, Company and customer shall enter into a Predetermined Allocation Agreement ("PDA") in the form appended to this rate schedule. This PDA will establish the allocation of deliveries, which can be relied upon by either party in the conduct and performance under the Agreement. The method of allocation can be: (i) ranked (order through the meter); (ii) pro rata; (iii) fixed percentage; (iv) swing; or (v) any other method to which both Company and customer agree. Each PDA shall be effective for at least one Service Month and shall remain in effect until superseded by a new PDA.

3.23. POOLING SERVICE

3.23.1 The Company shall make Pooling Service available to any party (hereinafter referred to as Pool Manager) that requests Pooling Service from Company when:

(a) Company has received, reviewed and accepted a credit application from Pool Manager, and Pool Manager has been deemed creditworthy.

(b) Company and Pool Manager have executed a Pooling Service Agreement in the form acceptable to Company.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.32/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

(c) Pool Manager has submitted formal documentation of agency for customers subject to aggregation under this service.

(d) Pool Manager complies with all applicable provisions of this rate schedule.

Pooling service shall be available subject to capacity constraints and operational conditions. Company reserves the right to require the Pool Manager to deliver supply adequate to meet the requirements of the customers served by the Pool Manager.

3.23.2. Pooling shall consist of the aggregation of the Receipt Point(s) available to customers subject to the Pooling Service Agreement and deliveries made at Delivery Point(s) delivered subject to the Pooling Service Agreement. The Pool Manager, having documented agency authority, shall submit nominations and allocation information for all customers subject to the Pooling Service Agreement, to Company, in accordance with Part 3.20.

Company shall not have any liability to a Pool Manager or customer as a result of Company's reliance on the performance of Pool Manager.

3.23.3. Pooling Managers shall make Pooling Service available for all customers for which Pooling Manager provides supply services on the Company's system.

3.23.4. Imbalances in a Pool will be calculated by determining the difference between total aggregated receipts into the Pool and the total deliveries allocated out of the Pool to end users. Imbalance tolerances outlined in Part 3.21.5.A., 3.21.5.B. and 3.21.8. shall apply to the aggregated imbalance total, unless and until Pooling rights are interrupted for a specified period.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.33/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3.23.5. Imbalances incurred subject to Parts 3.21.5.A., 3.21.5.B. and 3.21.8. will be billed as specified in the Pooling Service Agreement. In the event that the Pool Manager fails to pay invoices, customer will remain liable for payment of all charges, as acknowledged in the Pooling Service Agreement.

Should Pool Manager fail to pay invoices calculated at the aggregated level, upon default to the individual customer invoice, the invoice shall be recalculated at the individual customer level, without benefit of the aggregated tolerance.

3.23.6. Pooling Service Agreements and Agency Agreements, and changes thereto, shall become effective on the first day of the month provided that the Company receives such Agreements, or changes thereto, at least five (5) business days before the first day of the month.

3.24. WARRANTY OF TITLE

3.24.1. Customer shall have title to and shall warrant its title to all gas delivered to Company under the TSO of this rate schedule, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Customer shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Customer shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. Customers entering into Agreements as specified in Part 3.1.1. shall have the right to deliver volume for redelivery, available exclusively for customers' own use. Such delivery rights shall not be resold to or shared with third parties.

3.25. ASSIGNMENT

3.25.1. Customer shall not assign the Agreement in whole or in part, nor shall customer agree to provide services to others by use of any capacity

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.34/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

contracted for under the Agreement, without Company's prior written consent. In addition to all other rights and remedies, Company may terminate the Agreement immediately if it is assigned by customer or if customer subcontracts its transportation capacity to others without such prior consent, whether the assignment be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

3.26. TRANSPORTATION REGULATIONS

3.26.1. With regard to all aspects of the transportation service, it is recognized that Company operates a local distribution system, and, accordingly, all provisions hereof having to do with transportation of gas and the charge therefore, including Company's obligation to transport gas at all, are subject and subordinate to the provisions of any certificates and rate schedules issued by or filed with the Commission or successor authority, as well as any and all local, state and federal laws, orders, rules and regulations, to the extent applicable to the transportation of gas by Company, as contemplated hereby. To the extent that any local, state or federal authorization and/or approval is required to provide such transportation service, Company will proceed with due diligence to seek to obtain same as and when necessary in such manner as Company considers to be appropriate, provided that due diligence will not obligate Company to accept conditions or rates otherwise unacceptable to Company.

3.27. UNACCEPTABLE QUANTITIES

3.27.1. Company shall have the right to refuse at any time, and from time to time, to receive at any receipt point or to deliver at any delivery point a quantity of gas that Company determines, in its reasonable judgment, to be unduly burdensome from an operating or administrative standpoint.

3.28. LIMITATION OF LIABILITY

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.35/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3.28.1. In no event shall Company be liable (in contract or in tort, including actions based on claims of negligence) to customer or any other claimant for special, indirect, incidental, or consequential damages, including, but not limited to, lost profits and any part of the expense incurred in securing alternative services which exceeds the amount customer would have paid hereunder, resulting from Company's performance, nonperformance or delay in performing its obligations hereunder.

3.29. FACILITIES POLICY

3.29.1. Section VII of the Standard Service Rules and Regulations shall govern when gas is connected to a new facility.

3.30. SALES SERVICE

3.30.1. Company shall only be obligated to provide sales service to customer if and to the extent it is purchased and contracted for by customer pursuant to one of Company's filed rate schedules. In those circumstances in which customer elects to purchase sales service offered by Company during periods of full or partial interruption of transportation service by customer's upstream pipeline transporter, customer shall pay Company the total applicable cost of providing such emergency sales service.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.36/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3.31. OPERATIONAL NOTICES AND COMMUNICATIONS

3.31.1. Company shall make available scheduling personnel on a twenty-four (24) hour basis. Customer shall provide, and update as necessary, the name, address, and telephone number of an operational contact person or persons who will be available on a twenty-four (24) hour basis to receive or provide communications involving receipts, deliveries, curtailment and for any other purposes relating to customer's service under this rate schedule. Company shall be entitled to rely on such contact person's actions and communications for all purposes and shall have no liability for doing so, and if customer fails to designate such person or such person is unavailable to Company at any time, customer may be liable and shall indemnify and hold Company harmless from and against losses, damages and other expenses which Company or any other person may suffer or for which Company may be liable which are attributable to such failure or unavailability.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3.37/37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: (to be determined)

3.32. APPENDICES

3.32.1. The following appendices shall apply to both large commercial and small commercial customers under the TSO. For small commercial customers, references to the "LCS" rate schedule shall be changed to the SCS rate schedule where appropriate.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.1/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT

(System Supply Option)

THIS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by and between

Summit Utilities Arkansas, Inc.

hereinafter referred to as "Company," and

_____,
a _____ corporation,

hereinafter referred to as "Customer,"

WITNESSETH THAT:

WHEREAS, Company is a local distribution company; and

WHEREAS, Customer owns or operates a facility and has requested natural gas service under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1");

NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.2/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

ARTICLE I
SUPPLY OPTION

Section 1.1 – Customer has selected the System Supply Option ("SSO") under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement.

ARTICLE II
TERM

Section 2.1 – This Agreement shall remain in force for a primary term beginning _____ and ending _____, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days' written notice prior to the end of the primary or any succeeding term.

ARTICLE III
POINT OF DELIVERY

Section 3.1 – Company shall deliver gas to Customer at the outlet of Company's facilities at the Point(s) of Delivery designated on Exhibit "A" hereto.

ARTICLE IV
QUANTITIES

Section 4.1 – As used herein, the following terms shall have the following meanings:

Maximum Daily Winter Quantity ("MDWQ") shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.3/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

Maximum Hourly Quantity ("MHQ") shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour.

Average Daily Volume shall be calculated by dividing the annual volume by 365.

Section 4.2 – The Maximum Daily Winter Quantity ("MDWQ"), the Maximum Hourly Quantity ("MHQ") and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit "A" hereto.

Section 4.3 – The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.

ARTICLE V
RATES

Section 5.1 – Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time.

Section 5.2 - The capacity demand ("CD") shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI
MISCELLANEOUS

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.4/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

Section 6.1 – Customer represents that it qualifies for service under LCS-1.

Section 6.2 – Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements.

Section 6.3 – Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 – Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.

Section 6.5 – Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter.

Customer will be subject to meter reading fees for an inoperable phone line for each meter.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.5/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

COMPANY:

Summit Utilities Arkansas, Inc.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.6/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

By:_____
[Name]
[Title]

CUSTOMER:

_____

By:_____
[Name]
[Title]
[Address]

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.7/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

EXHIBIT A
TO
LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT
(SYSTEM SUPPLY OPTION)

DELIVERY POINTS

Address:_____
CA#_____

Delivery Point(s)

For the account of
Customer at Customer's
Facility located at
_____,
_____, Texas _____

QUANTITIES

Maximum Daily Winter Quantity ("MDWQ") _____ MMBtu

Maximum Hourly Quantity ("MHQ") _____MMBtu

Average Daily Volume _____MMBtu

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.8/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT
(Transportation Supply Option)

THIS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by and between

Summit Utilities Arkansas, Inc.

hereinafter referred to as "Company," and

_____,
a _____ corporation,

hereinafter referred to as "Customer,"

WITNESSETH THAT:

WHEREAS, Company is a local distribution company; and

WHEREAS, Customer owns or operates a facility and has requested natural gas service under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1" or qualified "SCS-1,SCS-2 or SCS-3");

NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.9/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

ARTICLE I
SUPPLY OPTION

Section 1.1 – Customer has selected the Transportation Supply Option ("TSO") under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option ("SSO"), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customer's needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.

Section 1.2 – If volume usage of meters at business facilities under Customer's common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.

ARTICLE II
TERM

Section 2.1 – This Agreement shall remain in force for a primary term beginning _____ and ending _____, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days' written notice prior to the end of the primary or any succeeding term.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.10/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

ARTICLE III
POINTS OF RECEIPT AND DELIVERY

Section 3.1 – Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit "A" hereto and Company shall deliver gas to Customer at the outlet of Company's facilities at the Point(s) of Delivery designated on Exhibit "A" hereto.

ARTICLE IV
QUANTITIES

Section 4.1 - As used herein, the following terms shall have the following meanings:

Maximum Daily Winter Quantity ("MDWQ") shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year.

Maximum Hourly Quantity ("MHQ") shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour.

Average Daily Volume shall be calculated by dividing the annual volume by 365.

Section 4.2 – The Maximum Daily Winter Quantity ("MDWQ"), the Maximum Hourly Quantity ("MHQ") and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit "A" hereto.

Section 4.3 – The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.11/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

Section 4.4 – Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V
RATES

Section 5.1 – Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2 or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 – The capacity demand ("CD") shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI
MISCELLANEOUS

Section 6.1 – Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2 or SCS-3.

Section 6.2 – Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change. If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B below:

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.12/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

( ) Scenario A.

- Customer certifies that the _____ facility located at _____, _____, has human needs usage requirements of _____ MMBtu per day and that Customer has purchased and will continue to maintain the corresponding level of firm upstream pipeline capacity and upstream gas supply for the entire time period of November 1st through March 31st each year.

- Customer authorizes the Company to obtain the firm pipeline capacity information directly from the applicable upstream pipeline to ensure both the requisite level of capacity and that it is firm primary delivery point capacity at the appropriate location required to serve the facility.

- Customer furthermore certifies that it will maintain such firm primary delivery point capacity for each day of the November 1st through March 31st time period. If these certified arrangements should not be accurate, however, or if Customer's upstream pipeline capacity or upstream gas supply become insufficient for any reason, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities Arkansas, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies Summit Utilities Arkansas, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time.

- In the event of any change in circumstances pertaining to Customer's upstream pipeline and upstream gas supply arrangements, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Company's Gas Flow Information Center at the following address:

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.13/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

Summit Utilities Arkansas, Inc.
Gas Supply Department
115 North 12th Street
Fort Smith, Arkansas 72902-2414
E-Mail: transportationservices@summitutilities.com

( ) Scenario B.

- Customer certifies that the _____ facility located at _____, _____ has on hand a fully functioning _____ back-up energy system (Describe type of back-up system) that can replace natural gas as the energy source for all of the facility's human needs usage requirements. This back-up system is also capable of being a continuing and sustaining source of energy for all of the facility's human needs usage requirements. Accordingly, on behalf of the Board of Directors or equivalent governing body, Customer hereby certifies it does require firm pipeline capacity and natural gas supplies to meet its facility's human needs usage requirements.

- Customer recognize that if all or any portion of its natural gas supply fails to reach the appropriate Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted or curtailed.

- Customer acknowledges that the Company's sole responsibility to it is to redeliver to Customer's facilities such gas supplies as Customer or its agents physically deliver to the Company's city gate, subject to the curtailment priority schedule (Standard Service Rules and Regulations, Order of Curtailment),which will not categorize our facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customer's natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release Summit Utilities

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.14/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

Arkansas, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnify Summit Utilities Arkansas, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time.

- In the event of any change in circumstances pertaining to our facility's energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Company's Gas Flow Information Center at the following address:

  Summit Utilities Arkansas, Inc.
  Gas Supply Department
  115 North 12th Street
  Fort Smith, Arkansas 72902-2414
  E-Mail: transportationservices@summitutilities.com

Section 6.3 - Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 - Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.15/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

Section 6.5 - Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.16/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

Section 6.7 – This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

COMPANY:

Summit Utilities Arkansas, Inc.

By:_____
[Name]
[Title]

CUSTOMER:

_____

By:_____
[Name]
[Title]
[Address]

EXHIBIT A
TO
LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT
(TRANSPORTATION SUPPLY OPTION)

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.17/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

RECEIPT AND DELIVERY POINTS

Address:_____
CA#_____

Receipt Points

The gas will be received for Customer's account at the point(s) where the _____ (Upstream Pipeline) is interconnected with the distribution facilities of Summit Utilities Arkansas, Inc. at or near _____,Texas.

Delivery Point(s)
For the account of
Customer at Customer's
Facility located at
_____,
_____, Texas_____

QUANTITIES

Maximum Daily Winter Quantity ("MDWQ") _____ MMBtu

Maximum Hourly Quantity ("MHQ") _____ MMBtu

Average Daily Volume _____ MMBtu

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.18/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

PREDETERMINED ALLOCATION AGREEMENT

THIS AGREEMENT is made and entered into by Summit Utilities Arkansas, Inc. ("Company") and _____ ("Customer") effective _____.

WHEREAS, Company and Customer are parties to Large Commercial Service Agreements (the "Agreements") entered pursuant to Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1"); and

WHEREAS, the Agreements select more than one of the two supply options offered under Part 3.1.3. of LCS-1; and

WHEREAS, the parties wish to enter this Predetermined Allocation Agreement.

NOW, THEREFORE, pursuant to Part 3.22. of LCS-1, Company and Customer hereby agree as follows:

1. In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner:

[Describe allocation method]

2. [other provisions]

3. This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement.

4. This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.19/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

Company:

Summit Utilities Arkansas, Inc.

By:_____
Title

Customer:
_____

By:_____
Title

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.20/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

POOLING SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by and between

Summit Utilities Arkansas, Inc.

hereinafter referred to as "Company," and

_____,
a _____ corporation,

hereinafter referred to as "Pool Manager,"

WITNESSETH THAT:

WHEREAS, Company is a local distribution company; and

WHEREAS, Pool Manager has entered into agency agreements with the entities identified on Exhibit A hereto, as the same may be revised from time to time during the term of this Agreement, (hereinafter referred to collectively as "Customers") who Pool Manager represents have entered into Large Volume Commercial Customer Agreements, Transportation Supply Option, under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1"); and

WHEREAS, pursuant to the agency agreements between Pool Manager and Customers, Pool Manager is authorized to act on behalf of Customer's in all respects, including the submission of nominations and allocation information in accordance with LCS-1; and

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.21/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

WHEREAS, Pool Manager and Customers desire to avail themselves of the Pooling Service offered by Company pursuant to Part 3.23. of LCS-1.

NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I
NOMINATIONS AND ALLOCATIONS

Section 1.1 – Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II
IMBALANCES

Section 2.1 – Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 – The imbalance tolerance set forth in Parts 3.21.5. and 3.21.8. shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III
PAYMENTS

Section 3.1 – Payments due Company for Customers' imbalances arising under LCS-1 shall be paid by Pool Manager.

Section 3.2 – In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.22/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV
TERM

Section 4.1 – This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month.

ARTICLE V
MISCELLANEOUS

Section 5.1 – Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 – Pool Manager agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 – Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.23/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

COMPANY:

Summit Utilities Arkansas, Inc.

By:_____
[Name]
[Title]

POOL MANAGER,
INDIVIDUALLY AND AS AGENT
FOR CUSTOMERS

_____

By:_____
[Name]
[Title]
[Address]

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.24/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

AGENCY AGREEMENT
SUMMIT UTILITIES ARKANSAS, INC.

[Customer]
_____
_____
_____

[Agent]
_____
_____
_____

RE: Large Volume Commercial Customer Agreement (Transportation Supply Option) ("Agreement") dated as of _____, by and between Summit Utilities Arkansas, Inc. ("Company"), and _____, ("Customer")

Ladies and Gentlemen:

This Letter will evidence the understanding between _____ ("Customer"), _____ ("Agent") and Summit Utilities Arkansas, Inc. ("Company"), that effective as of _____, Agent will act as Customer's agent for services provided by Company pursuant to the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service ("LCS-1"), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.25/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

( ) Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

( ) Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent.

Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and (i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or (ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as provided in Part 3.23.4. of LCS-1.

Customer's designation and appointment of Agent may be terminated or canceled by Customer, Agent, or Company but no such termination or cancellation shall be effective as to Company until the first day of the month, following the expiration of a five (5) day period after Company's receipt of written notice of such termination or cancellation from Customer or Agent. Notwithstanding the foregoing, this designation and appointment of

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.26/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

Agent shall automatically terminate upon termination or cancellation of the referenced Agreement. This Agency Agreement will supersede any previously executed Agency Agreements.

If the foregoing is acceptable, please so indicate by having an authorized officer execute and return to the undersigned.

Very truly yours,

Summit Utilities Arkansas, Inc.

By:_____

ACCEPTED AND AGREED TO THIS
_____ DAY OF _____, 20___

CUSTOMER:
_____

By:_____
Name:_____
Title:_____

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-3A.27/27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: (to be determined)

ACCEPTED AND AGREED TO THIS
_____ DAY OF _____, 20___

AGENT:
_____

By:_____
Name:_____
Title:_____

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-4.1/2

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART I - Rate Schedule No. 4

Title: UNMETERED GAS LIGHT FIRM SALES SERVICE (GL-1) Effective: (to be determined)

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

4.1. AVAILABILITY

4.1.1. This rate schedule is available at points of adequate capacity and suitable pressure. This rate schedule is available to new or existing customers for unmetered gas, to be used solely for the continuous operation of natural gas lighting fixtures. Service under this rate schedule is offered at the Company's discretion, and only when metering the lighting fixtures' consumption is not economical.

4.1.2. This rate schedule is applicable to unmetered, continuously burning, natural gas lighting. The natural gas lighting fixture must be equipped with a natural gas or L.P. regulator approved by the Company, capable of regulating Company's main line pressure down to an appropriate pressure level. Where applicable, the natural gas lighting fixture must also be equipped with an orifice that will restrict gas flow to the appropriate cubic feet per hour input capacity rate, identified in this schedule. Customer is responsible for all natural gas lighting fixture modifications, maintenance, and installation. Company must inspect and approve the lighting fixture, any fixture modifications, and fixture installations, before natural gas service is made available.

4.1.3. Company is responsible for providing a main line tap, cut-off valve, and up to 75 feet of service line per natural gas lighting fixture. Customer will be responsible for the cost of service line installation beyond 75 feet. Company must inspect and approve the natural gas lighting fixture, any fixture modifications, and fixture installation, before natural gas service is made available.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-4.2/2

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART I - Rate Schedule No. 4

Title: UNMETERED GAS LIGHT FIRM SALES SERVICE (GL-1) Effective: (to be determined)

4.1.4. The Ccf to be billed during a billing period shall be calculated using the following procedure: (A) Manufacturer's rated input for each gas light in cubic feet per hour; multiplied by (B) the number of lights in installation; multiplied by (C) 7.3.

4.2. RATE

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

4.3. MINIMUM CHARGE

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

4.4. RIDERS

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

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

4.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-5.1/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2)

Effective: (to be determined)

5. SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2)

5.1. AVAILABILITY

5.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Company's existing facilities. This rate schedule is available to any consumer engaging in business, professional, institutional, agricultural or other non-residential activity supplied at an individually metered point of delivery for all uses of gas. Natural gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby Service is not available under this rate schedule.

5.1.2. Gas consumption under this rate schedule is limited to 365,000 Ccf in any 12 consecutive month period. In at least one of the two preceding calendar years, the customer must have consumed 80% of the September 1 through August 31 annual volume in the April through October billing periods and it's September 1 through August 31 annual consumption for that year must have exceeded 99 Ccf. In the case of new customers or customers who anticipate changing their usage pattern, this rate will be available if a reasonable projection of their volumes in the upcoming year indicates they will use 80% of their September 1 through August 31 annual volume in the April through October billing periods and that their September 1 through August 31 annual consumption will exceed 99 Ccf. If at any time, it is anticipated based on the Company's estimate, that the customer will consume in excess of 365,000 Ccf per year in the succeeding 12 consecutive month period, the customer shall become subject to the applicable large commercial firm service rate schedule.

5.1.3. Company has historically allowed the volume usage of meters at business facilities under common ownership and subject to this rate schedule to be aggregated for the sole purpose of establishing eligibility for

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-5.2/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2)

Effective: (to be determined)

transportation as referenced in Part 3.1.3. of Rate Schedule LCS-1. Customers historically qualifying for transportation under this aggregation provision shall remain subject to the rates and charges under this rate schedule in addition to any additional specific rates, charges, or adjustment riders peculiar to the Transportation Supply Option set out in Rate Schedule LCS-1, such as, but not limited to, administrative fees. Customers aggregating volume shall be subject to all provisions and policies governing TSO option customers as specified in LCS-1, except as provided for herein. Although no aggregation will be allowed for eligibility, the ability to aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS-2 or LCS rate schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO.

For the purpose of establishing eligibility for the Transportation Supply Option ("TSO") defined in the LCS rate schedule, customers experiencing or anticipating an average daily demand of 10 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. Customers qualifying for transportation who choose the TSO shall be subject to rates and charges under the SCS-2 rate schedule, and are additionally subject to any additional specific rates, charges or riders specific to the TSO.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-5.3/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2)

Effective: (to be determined)

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

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-5.4/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2)

Effective: (to be determined)

5.2. RATES

5.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a) and (b):

(a) Distribution Rate for customers electing the SSO option:

First 1,500 Ccf per Month at	$0.24421 per Ccf
Next 13,500 Ccf per Month at	$0.13440 per Ccf
Over 15,000 Ccf per month at	$0.05762 per Ccf

Distribution Rate for customers electing the TSO option:

First 150 MMBtu at	$2.40341 per MMBtu
Next 1,350 MMBtu at	$1.32275 per MMBtu
Over 1,500 MMBtu at	$0.56706 per MMBtu

(b) Gas Supply Rate – The Gas Supply Rate will be calculated and adjusted periodically as defined in the Company's Gas Supply Rate Rider. Customers qualifying for service under this rate schedule will pay for their upstream demand related charges on a volumetric basis as provided for in the Company's Gas Supply Rate Rider.

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-5.5/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2)

Effective: (to be determined)

5.3. TELEMETERING

5.3.1. Telemetering is required for customers electing and qualifying for transportation service. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow at customer's point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-5.6/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2)

Effective: (to be determined)

standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

In the event customer has in place working telemetering facilities and equipment; and the customer receives system supply service; and Company determines it necessary to keep the telemeter(s) operational, Company will arrange and pay for the associated telecommunications cost while the customer receives sales service under this rate schedule.

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

5.4. RIDERS

5.4.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule:

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-5.7/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2)

Effective: (to be determined)

Rider Name	Description	Identification on Customer Bills
TA	Municipal Tax Adjustment	Municipal Franchise Adj
EECR	Energy Efficiency Cost Recovery Rider	EE Cost Rate

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

5.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.1/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3)

Effective: (to be determined)

6. SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3)

6.1. AVAILABILITY

6.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Company's existing facilities. This rate schedule is available to any consumer engaging in business, professional, institutional, agricultural or other non-residential activity who purchases annual volumes less than 365,000 Ccf and who receives this natural gas from the Company through an individual meter, and whose sole usage of natural gas through this meter is to provide compressed natural gas for use as a vehicle fuel. Standby Service is not available under this rate schedule.

In cases where this compressed natural gas is resold to the public, the end price of the compressed natural gas sold or delivered by the customer to the vehicles receiving the compressed natural gas is not subject to the regulated pricing restrictions of this rate schedule.

6.1.2. Company has historically allowed the volume usage of meters at business facilities under common ownership and subject to this rate schedule to be aggregated for the sole purpose of establishing eligibility for transportation as referenced in Part 3.1.3. of Rate Schedule LCS-1. Customers historically qualifying for transportation under this aggregation provision shall remain subject to the rates and charges under this rate schedule in addition to any additional specific rates, charges, or adjustment riders peculiar to the Transportation Supply Option ("TSO") set out in Rate Schedule LCS-1, such as, but not limited to, administrative fees. Customers aggregating volume shall be subject to all provisions and policies governing TSO option customers as specified in LCS-1, except as provided for herein. Although no aggregation will be allowed for eligibility, the ability to aggregate for eligibility purposes

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.2/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3)

Effective: (to be determined)

at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS-3 or LCS rate schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO.

For the purpose of establishing eligibility for the TSO defined in the LCS rate schedule, customers experiencing or anticipating an average daily demand of 10 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. Customers qualifying for transportation who choose the TSO shall be subject to rates and charges under the SCS-3 rate schedule, and are additionally subject to any additional specific rates, charges or riders specific to the TSO.

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.3/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3)

Effective: (to be determined)

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

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

6.2. RATES

6.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows:

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.4/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3)

Effective: (to be determined)

(b) Distribution Rate for customers electing the SSO option:

First 1,500 Ccf at	$0.18242
1,501 – 15,000 Ccf at	$0.13797
Over 15,000 Ccf at	$0.05915

Distribution Rate for customers electing the TSO option:

First 150 MMBtu at	$1.79532
151 – 1,500 MMBtu at	$1.35787
Over 1,500 MMBtu at	$0.58211

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

6.2.2. Rates for customers historically qualifying for service under the Part 8.1.2. aggregation provision and customers qualifying for transportation under this rate schedule will be subject to thermal adjustment. Delivered volumes will be adjusted by the appropriate thermal content factor obtained from the nearest available chromatograph or sampling location (Ccf / 10) x thermal content factor = MMBtu).

6.3. MINIMUM CHARGE

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

6.4. TELEMETERING

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.5/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3)

Effective: (to be determined)

6.4.1. Telemetering is required for customers electing and qualifying for transportation service. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow at customer's point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 3: Customer elects wireless service through Summit Utilities Arkansas, Inc.for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

( ) Option 4: Customer elects wireless service through Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.6/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3)

Effective: (to be determined)

In the event customer has in place working telemetering facilities and equipment; and the customer receives system supply service; and Company determines it necessary to keep the telemeter(s) operational, Company will arrange and pay for the associated telecommunications cost while the customer receives sales service under this rate schedule.

6.4.2. If customer chooses analog telemetry, then customer shall be responsible for installing and maintaining telecommunication lines. Should customer fail to maintain or repair telecommunication lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary.

If customer chooses wireless telemetry, then customer shall pay Company $10 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.

6.5. RIDERS

6.5.1. In addition to the Gas Supply Rate Rider, the following riders, as on file with the Commission and in effect from time to time, are applicable to service under this rate schedule:

Rider Name	Description	Identification on Customer Bills
TA	Municipal Tax Adjustment	Municipal Franchise Adj
EECR	Energy Efficiency Cost Recovery Rider	EE Cost Rate

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.7/7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3)

Effective: (to be determined)

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

6.6. **RULES AND REGULATIONS GOVERNING UTILITY SERVICE**

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.1/9

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: (to be determined)

1. GAS SUPPLY RATE (GSR)

1.1. GAS SUPPLY RATE (GSR) APPLICABILITY AND REQUIREMENTS

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

1.2. DEFINITIONS

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

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.2/9

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: (to be determined)

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

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

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

1.3. GSR FILINGS

1.3.1. Scheduled GSR Filings:

Company shall make two Scheduled GSR Filings each year: a Winter Season GSR and a Summer Season GSR. The Winter Season GSR shall be effective for billings rendered to customers during the months of November through the following March. The Summer Season GSR shall be effective for bills rendered to customers during the months of April through the following October.

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.3/9

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: (to be determined)

The Summer Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirements for the period between the effective date of the Summer Season GSR and the effective date of its next Winter Season GSR; and, (2) maintaining all of the actual cost of gas adjustment (annual true-up or secondary adjustment) and any refund adjustments.

1.3.2. Unscheduled GSR Filings:
Should a projected under or over recovery balance arise during any seasonal GSR period which exceeds ten percent (10%) of the projected annual gas cost per the most recent scheduled GSR filing, then the Company may propose an Unscheduled GSR filing.

If an Unscheduled GSR Filing is made, that filing: (1) must contain rates reflecting the then current estimate of the gas cost revenue requirement for the period from the effective date of such filing to the next scheduled filing, and (2) must maintain all of the actual cost of gas adjustment (annual true-up or secondary adjustment factors) and any refund adjustment factors.

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

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

1.4. ALLOCATION OF COSTS

1.4.1. Calculation of Demand Cost Component:
Calculating demand costs - The demand gas cost revenue requirement component shall be the annual total of the gas costs that do not vary with

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.4/9

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: (to be determined)

the actual consumption, such as fixed transportation and storage costs, fixed gas supply charges, and fixed financial charges associated with financial instruments purchased to stabilize prices.

Calculating demand cost allocation- The demand cost component of each season's filing shall be calculated by multiplying the total annual projected demand costs by the appropriate allocation factors for those demand costs for the respective RS-1, and the non- TSO SCS customers (defined as the factor representing the peak day demand for the non-TSO SCS-1, non-TSO SCS-2, and non-TSO SCS-3 customers), and LCS customers.

1.4.2. Calculation of Commodity Cost Component:
Calculating commodity costs by season - The commodity gas cost revenue requirement component of each season's GSR shall be the sum of all gas cost purchased for sales customers other than demand costs or LUFG costs, such as variable transportation costs, gas supply commodity costs, and the transaction costs associated with the use of futures contracts and options and other prudently incurred costs associated with various financial instruments purchased by Company to stabilize gas supply rates. The commodity gas costs shall include the commodity cost of storage withdrawals and injections. Company will utilize any technique or method it deems reasonable for purposes of estimating the commodity cost component of each seasonal filing.

Seasonal commodity cost allocation - the seasonal commodity costs assigned to RS-1 and non-TSO SCS and LCS customers will be determined by multiplying the Seasonal Commodity Cost by the ratio of estimated sales volumes for the respective classes in that season. For purposes of Commodity allocation and the establishment of Commodity rates, the SCS-1, SCS-2, and SCS-3 classes will be combined and considered as one class.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.5/9

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: (to be determined)

1.4.3. LUFG Allocation:

For purposes of LUFG allocation, and the establishment of LUFG rates, the SCS-1, SCS-2, and SCS-3 classes will be combined and considered as one class. For purposes of calculating the allocation percentages only, LUFG-in-Kind will be added to LUFG and will be known as True LUFG. True LUFG will be allocated to the respective rate classes based on the factors established below for each of the components of LUFG:

Shrinkage – for each rate class (including regular sales and TSO customers) shall be determined based on cost causation.

Company Used Gas – shall be determined by the direct measurement of the gas consumed by Company facilities, and allocated to each rate class (including regular sales and TSO customers) based on the ratio of the number of customers in each class and the total for such classes.

Remaining LUFG (RLUFG) – shall be defined as the difference between (a) total True LUFG; and (b) the sum of Shrinkage and Company Used Gas established above. It shall be allocated to the respective customer classes as follows:

55% based on the volumes for the most recent twelve-month-ending August period of the rate classes (including regular sales and TSO customers).

35% based on the demand components for the rate classes (including regular sales and TSO customers).

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.6/9

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: (to be determined)

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

1.5. RATE CALCULATION

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

SCS and LCS Customers - The commodity portion of the rate for non-TSO customers will be determined by respectively summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the respective classes. SCS-1, SCS-2, and SCS-3 customers will be combined and considered as one class for purposes of determining the commodity portion of the rate. While the calculation will be made in Ccf, it will be appropriately translated to MMBtu as needed.

The demand portion of the rate for LCS non-TSO customers will be charged to the customers based on their assigned CD's in MMBtu. The rate will be determined by dividing the respective classes allocated costs in Part 1.4.1. above by their respective annualized CD's. Since the demand charges are part of an overall non-specific set of upstream contracts, the support for their allocations will be provided in the schedules supporting the filing.

Allocation and Demand Rate Calculation for SCS-1, SCS-2, and SCS-3 Customers – The costs allocated to the combined SCS-1, SCS-2, and SCS-3 customer classes will be based on the allocation of costs as described in paragraph 1.4.1. The demand portion of the rate for the non-TSO SCS-1 customers and the non-TSO SCS-2

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.7/9

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: (to be determined)

customers (during the November-March period) will be determined by dividing the costs attributable to the SCS customer class reduced by the anticipated demand revenue paid by SCS-2 class in the summer period (April – October) and further reduced by the demand revenue paid by the SCS-3 class for the entire year (September – August), by the sum of the projected annualized SCS-1 volumes and the projected SCS-2 winter volumes (November-March). The demand portion of the rate for the non-TSO SCS-2 customer class in the summer period (April – October) will be $0.01984 per Ccf. The demand portion of the rate for the non-TSO SCS-3 customer class will be $0.04310 per Ccf for the entire period (November – October).

1.6. SPECIAL PROVISION REGARDING TSO CUSTOMERS

LUFG costs - Customers under the TSO option may provide LUFG-in-Kind gas volumes. The LUFG-in-Kind (volumetric delivery requirement) for each customer's account will be determined based on the most recent twelve-month ended August period and expressed as a percentage of the gas delivered for the customer's account at the customer's point of consumption. The percentage will be determined by dividing the allocated volumes of total LUFG in the respective class (SCS or LCS) by the total estimated sales volumes in their respective class.

Assignment of Surcharges to TSO Customers - In the event an LCS-1, SCS-1, or SCS-3 customer changes its supply service election at the end of the contract term from the system supply option (SSO), the amount of the deferred gas cost account attributable to that customer shall be charged or distributed to that customer, whichever is applicable. The charging to or distribution of the deferred gas cost account attributable to that customer shall be removed or added to the deferred gas cost account of the applicable rate schedule.

1.7 DEFERRED PURCHASED GAS COST ACCOUNTS

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.8/9

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: (to be determined)

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

A carrying charge shall be included in the monthly under or over recovery balance resulting from the monthly comparison of the actual Cost of Gas Sold to the revenue recovery resulting from the application of the prescribed GSR, and a carrying charge shall be included in the monthly under or over recovery balance applicable to the surcharge. The monthly carrying charge shall be determined by multiplying the average of the beginning and ending month balance of under or over recovery for the cost month times the rate of interest applicable to customer deposits.

1.8. DEMAND ALLOCATION

It is recognized that over time as customer classifications change or demand levels change, the accuracy of the originally approved demand factors may deteriorate. Company can request a change in the allocation procedures with a minimum three month lead time prior to the filing date for the seasonal filings. Changes under this

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.9/9

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: (to be determined)

provision are limited to changes required to restore the accuracy of the originally approved demand factors and shall be not be used by either Company or the applicable regulator to implement changes in allocation methodologies that would normally require a general rate application.

1.9. REFUND PROVISION

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

1.10. APPLICABLE RATE SCHEDULES

Residential Firm Sales Service (RS-1)
Small Commercial Firm Sales Service (SCS-1)
Small Commercial Firm Sales Service – Off-Peak (SCS-2)
Small Commercial Firm Sales Service– NGV (SCS-3)
Large Commercial Firm Service (LCS-1)
Unmetered Gas Light Firm Sales Service (GL-1)

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-3.1/2

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 3

Title: MUNICIPAL TAX ADJUSTMENT CLAUSE (TA) Effective: (to be determined)

3. MUNICIPAL TAX ADJUSTMENT CLAUSE (TA)

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

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

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

3.1.3. "Local Customers" refers to any and all residential and general service customers in Texas that are within the geographical boundaries or taxing authority of the Municipality; provided, that if a particular tax ordinance or other act imposing the Municipal Tax includes in its taxing impact any service locations that would otherwise not be considered a "Local Customer" hereunder, then such service will be included in the term Local Customer.

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-3.2/2

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 3

Title: MUNICIPAL TAX ADJUSTMENT CLAUSE (TA) Effective: (to be determined)

taxes levied on the Company.

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

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

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-4.1/3

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Residential (RS-1) and Small Commercial (SCS-1)

PART II – Rider Schedule No. 4

Title: WEATHER NORMALIZATION ADJUSTMENT (WNA) Effective: (to be determined)

4. WEATHER NORMALIZATION ADJUSTMENT (WNA)

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

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

4.3. CALCULATION OF WEATHER NORMALIZATION ADJUSTMENT

4.3.1. The WNA is calculated as follows:

$$WNA_i = \frac{R_i(DDF_i\ (NDD - ADD))}{AAU_i}$$

Where: i = Any particular rate classification to which the WNA is to be applied.

WNA = Weather Normalization Dollar Adjustment per Ccf

R = Applicable Margin Rate

DDF = Degree Day Factor associated with the applicable rate schedule:

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-4.2/3

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Residential (RS-1) and Small Commercial (SCS-1)

PART II – Rider Schedule No. 4

Title: WEATHER NORMALIZATION ADJUSTMENT (WNA) Effective: (to be determined)

Residential Service (RS-1)	.1536
Small Commercial Sales (SCS-1) (SSO)	.5921

NDD = Normal Degree Days during the billing cycle

ADD = Actual Degree Days during the billing cycle

AAU = Average Actual Usage per customer for each billing cycle

4.4. DEFINITIONS

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

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

4.4.3. Applicable Margin Rate:

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

4.4.3.2. The Small Commercial Sales Service (SCS-1) System Supply Option ("SSO"). The SCS-1 WNA marginal rate will use a weighted average marginal rate of the November - April SCS-1 SSO volumes that are in excess of 78 Ccf. The mechanics wil1 be to use the monthly bill frequencies to determine the volume in the 79-1,500 Ccf range, the volume in the 1,501-15,000 Ccf range, and the volume above the 15,000 Ccf range. The weighted average margin will be determined by applying the first block

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-4.3/3

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Residential (RS-1) and Small Commercial (SCS-1)

PART II – Rider Schedule No. 4

Title: WEATHER NORMALIZATION ADJUSTMENT (WNA) Effective: (to be determined)

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

4.5. APPLICABLE RATE SCHEDULES
Residential Firm Sales Service (RS-1)
Small Commercial Firm Sales Service (SCS-1) System Supply Option (SSO)

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-5.1/1

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 5

Title: ENERGY EFFICIENCY COST RECOVERY RIDER (EECR)

Effective: (to be determined)

5. **ENERGY EFFICIENCY COST RECOVERY RIDER (EECR)**

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

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

I. APPLICATIONS FOR OR DISCONTINUANCE OF SERVICE

(A) The Company shall require all customers to execute a deposit-service agreement upon application for gas service or upon the filing of a petition for relief under the United States Bankruptcy Code. Such agreements are not transferable. All customers accepting gas service from the Company shall be subject to the rules, regulations and rate schedules applicable.

(B) When gas service is inaugurated or transferred from one location to another, at a location where there is an existing meter installation, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of $48.00. When gas service is inaugurated or transferred from one location to another, at a location where a meter must be installed, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of $62.00

(C) When a customer requests the initiation or restoration of service which requires overtime work after normal daily working hours or on weekends and holidays, the customer will be advised of an additional charge which will be based on actual overtime costs involved. An overtime charge shall not apply to work required through no fault of the Customer.

(D) No customer may temporarily discontinue service and thereafter request restoration and continuation of service under his old service agreement but must execute a new agreement. If service is discontinued at the request of the customer and service is suspended during all or a portion of the non-heating season and thereafter restored at the same location for the same occupant, a reconnect charge will become due and payable when service is restored. This charge will be computed on the basis of the applicable customer charge for each month or fraction thereof that service is discontinued. Such charge shall be in addition to the regular service initiation fee of $48.00 at a location where there is an existing meter installation or $62.00 at a location where a meter must be installed or reconnection fee of $37.00. Any

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

commercial or industrial customer who discontinues service for any period of time must be considered a new customer for State and Federal regulatory policy purposes when application is made for restoration of service.

(E) The company will not accept orders to discontinue service other than from the person in whose name the account is billed.

(F) The Company may turn on service after normal daily working hours, or on weekends and holidays, in emergency situations requiring immediate initiation of service. When this service is offered, the customer will be assessed an additional charge of $27.00. An after-hours charge shall not apply to work required through no fault of the customer.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 3

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

II. CUSTOMERS FACILITIES AND EQUIPMENT

(A) Gas should be used only in appliances designed for use with natural gas, in compliance with all applicable manufacturing specifications. Vent pipes must be used on water heaters, cook stoves, enclosed type space heaters, or other appliances designed to be vented.

(B) The customer shall provide a system of piping within his premises for connection to gas appliances. Customer's piping system will be installed and maintained in compliance with all federal, state and local laws, codes and regulations. Customer shall provide an above-ground delivery point in a suitable location, unless otherwise specified by the Company. For SCS and LCS customers, vehicle access for meter testing purposes must be provided. The normal gauge pressure**,** at which gas will be supplied through the Company's meter to the customer's piping, will be as defined in XVI(A).

(C) The Company under previously existing regulations has provided service through one master meter to private distribution lines for multiple federal, municipal, or private housing projects and mobile home parks, and has in some cases provided individual meters for such facilities. Bills will be rendered on an individual basis to the individual metered customers, but the customer(s) owning the private distribution line or being served by the private distribution line will be responsible for payment of any differences between gas delivered through the master meter and gas delivered through the sum total of individual meters. All such construction within the above mentioned projects and mobile home parks must meet the requirements of all federal, state and local piping laws before the Company will connect the customer.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 4

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

III. REFUSAL TO SERVE CUSTOMERS

(A) The Company may decline to serve a customer or prospective customer until he has complied with the state and municipal regulations governing the service applied for and the reasonable rules and regulations of the utility.

(B) Until adequate facilities can be provided, the Company may decline to serve an applicant for service or to change materially the service of any customer, if, in its judgement, it does not have adequate facilities to render the service applied for or if the desired service is of a character that is likely to affect unfavorably the service to other customers.

(C) The Company may refuse to serve a customer if, in its best judgment, the customer's installation or equipment is regarded as hazardous or of such character that satisfactory service cannot be given.

(D) The Company may refuse to serve individual mobile homes and house trailers if the trailer does not have a firm foundation which will not permit it to rock or move thereby cracking or parting the connecting pipe or facilities. None of the weight of the trailer may be carried on the wheels or springs. All piping and appliance installations in trailers must be made in compliance with applicable laws, codes, and ordinances governing such installations.

(E) The Company may decline to serve any applicant who is indebted to the Company for gas utility service; provided, however, that in the event the indebtedness of the applicant for service is in dispute, applicant shall be served upon complying with the deposit requirement, and, in addition thereto, making a special deposit in an amount equal to the net balance in dispute. Upon settlement of a disputed account, the balance, if any, due the applicant shall be promptly repaid, together with interest thereon from the date of the deposit until repaid at the rate prescribed by law or order of the Commission.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 5

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 6

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

IV. DISCONTINUANCE OF SERVICE

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

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

(B) The Company shall not discontinue service to any customer for violation of its rules or regulations nor for non-payment of bills, without first having diligently tried to induce the customer to comply with its rules and regulations, or to pay amounts due the Company. Service may be discontinued after five (5) days' written notice shall have been given to the customer by the Company in the manner provided for in Paragraph IV (d). Prior notice of disconnection shall not be required for fraudulent, negligent, or unlawful use of the commodity or service detected, or where a dangerous condition is found to exist on a customer's premises.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 7

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

(C) The customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service; provided, however, that payment at Company's office within four hours of the time of actual disconnection or turning off of service shall not affect the right to disconnect or turn off service for non-payment. Whenever the Company dispatches an employee to the premises of any customer for the purpose of discontinuing service for non-payment, and such payment arrangements are made that do not result in actually disconnecting or turning off of service, a fee of $16.00 shall be added to and collected as a part of such delinquent account to cover, in part, the cost to the Company of dispatching such employee to the customer's premises. A $15.00 charge may also be added to an account and collected to recover cost for reprocessing any check that has been returned to the Company by the bank by reason of insufficient funds on deposit. Whenever service has actually been disconnected on account of the failure of the customer to pay such delinquent account, or for any other reason without fault of the utility if the customer desires the service to be reconnected, the Company shall require the customer to pay a reconnection charge of $37.00.

(D) Notice of delinquency shall be construed to be given to the customer when a copy of such notice is left with such customer, or left at the premises where service is required, or posted in the United States mail addressed to the customer's last known post office address except as specified in (h) and (i) below.

(E) The Company shall not be liable for any damage to persons or property resulting from the discontinuance of gas service after having given the required notice. Arrangement satisfactory to the Company for the continuance of service on account of serious illness or other causes shall be made by the customer prior to the expiration of the notice period.

(F) When, at the customer's request, the Company changes the location at which service is rendered the gas consumed at the new and old locations, for the purposes of billing, shall be combined. The change of the location to which service is rendered shall not be deemed to affect the rights of the Company with regard to the application of deposit or discontinuance of service for non-payment of the account.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 8

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

(G) The fact that the Company has a cash deposit from a customer shall not in any manner affect the right of the Company to discontinue service to that customer for the non-payment of amounts past due regardless of the fact that the deposit is in excess of the amount past due.

(H) Termination of service to Elderly Persons, Handicapped Persons, and Persons with Serious Illnesses

(1) Definitions

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

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

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

(ii) who is certified as being physically or mentally disabled by a physician, licensed psychologist, by the United States Veterans Administration, the Social Security Administration, the appropriate governmental agency, or a local regional mental health center.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 9

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

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

(2) Special Provision for the Elderly and Handicapped

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

(a) Identification of eligible households.

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

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

(d) Assistance to customers wishing to make arrangements with state or local social service agencies for payment for service.

The procedures may require elderly and handicapped persons to disclose information and furnish documents in connection with the status claimed on an annual basis. If a customer provides false information to the utility in order to claim an exemption under this Rule, it shall be grounds for termination. Customers establishing eligibility to claim an exemption as elderly or handicapped shall be presumed to retain this status for one (1) year after the date eligibility is established. Eligibility related to income level and ability to pay for utility service shall be reestablished annually.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 10

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

(3) Delay of Termination on Grounds of Serious Illness

(a) A utility shall postpone termination of service to a residential customer, or reconnect previously terminated service**,** for a reasonable time up to thirty (30) days if the customer presents a certificate from a physician stating it is likely that termination of service will either aggravate a serious illness or give rise to a substantial risk of death or a grave impairment of the health of the customer, of a member of the customer's family, or of another permanent resident of the premises where service is rendered. The certificate shall identify the medical emergency, specify the effect of termination of service, and specify the time during which termination of service will aggravate the illness. The utility may**,** at its expense, obtain an additional medical report or certificate from a physician of its choice and may rely on that opinion and in reliance on that opinion terminate service five days after mailing an additional notice of termination to the customer. Failure of customer without good cause to attend the company-scheduled medical appointment shall be sufficient reason for termination of service by the utility.

A customer, his physician, or a nurse, nurse practitioner, physician's assistant, or a public or private agency providing physical or mental health care services may notify the utility of a serious illness in person, by telephone, or by letter. The customer shall have seven (7) days from the date of notification to present the certificate. Notice by telephone shall be subject to verification by the utility.

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 11

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

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

(4) Delay of Termination for Elderly and Handicapped Persons

(a) Residential utility service shall not be terminated and, if previously terminated shall be reconnected, during the months of November through March for elderly and handicapped customers of the utility, provided that service may be terminated if such customers fail to pay at least one-half of the amount billed for service either as they fall due or pursuant to delayed payment agreement. Any balance due for service during these months shall be made in the months of April through October in installments agreed upon by the customer and the utility. If, during the months of April through October**,** a customer fails to pay the deferred balance due for service from November to March, the utility shall not be obligated to refrain from terminating or to reconnect service during the next November through March time period**.** Residential gas air condition service to such customers shall not be terminated on a day when the National Weather Service forecasts between 5:00 a.m. and 8:00 a.m**.** a maximum temperature for that day of 95 degrees Fahrenheit, or higher.

(b) At least 72 hours prior to the proposed termination of residential service to an elderly or handicapped person, a utility shall personally contact the customer, a person living in this household, or any other person or agency designated by the elderly or handicapped person to receive notice in person or by telephone during the utility's normal, working hours or between 9:00 a.m. and 4:00 p.m. on Saturdays and holidays that termination of service is imminent and that steps can be taken to avoid termination. This notice shall include an explanation of the procedures available under this or other applicable rules. If none of these parties is contacted on the first

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 12

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

attempt, a second attempt shall be made and may take place between 6:00 a.m. and 10:00 P.M.

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

(I) Notice of Termination to Tenants

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

(2) Each utility shall file with the Commission procedures for identifying accounts where service is rendered at an address different from the mailing address of the bill. Such procedures may include requiring landlords to identifying themselves as such and to identify their tenants by name, address, and account number. Absent such identification, the utility shall not be required to treat a customer as a tenant unless it has actual knowledge or information that reliably indicates that the person to whom service is rendered is a tenant.

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

(a) When a termination notice has been sent to the landlord, if no response is received by the utility within seven (7) days, notice shall also be sent to the affected tenants or shall be posted in conspicuous locations such as near mail boxes, building entrances and exits, and other areas of common usage.

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 13

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

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

(c) Where feasible the utility shall offer the tenant the opportunity to apply for service in his own name. If such service is not feasible or if the tenant declines to apply for such service**,** the utility may terminate service. If the tenant chooses to take service in his own name**,** termination shall thereafter be governed by other appropriate provisions of this rule.

(d) Where premises are master-metered and a tenant and the utility are unable to agree upon payments to be made by the tenant for service, the utility shall petition the Commission for an immediate informal resolution or formal hearing to resolve the dispute.

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 14

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

V. CUSTOMER DEPOSITS

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

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

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

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

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 15

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

VI. BILLING

(A) Gas supplies will be charged for from the time of turn on until the Company discontinues the supply. Failure on the part of the customer to properly notify the Company when their responsibility for the payment for gas at a premises ceases, shall not relieve the customer from the obligation of paying all bills accruing up to the time proper notification is received by the Company. The customer shall pay for all gas passing through the meter, whether the same be used or wasted through leaks in pipes, apparatus, or otherwise and shall be bound by the true reading of the meter, provided it is in good repair and working order.

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

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

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

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

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 16

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

Customers shall become Plan participants either upon telephone or form notification to Company, and their participation will be effective for each month of each calendar year thereafter.

(D) Monthly statements will be delivered to the location at which gas is supplied, by an employee of the Company, or posted in the United States mail, unless the customer has directed the Company in writing to send statements to another address. The terms “Delivered" or "Rendered" shall not be construed as an obligation on the part of the Company to deliver or render statements to the customer in person, or to other occupants of the premises**.** Duplicate copies of statements will be furnished upon request, and failure to receive statements for any reason whatsoever, will not entitle customer to further time to pay account, or to a continuation of gas supply if account is over due.

(E) Customers whose facilities are located on pipeline taps which are not centrally odorized will receive monthly statements based on the customer’s reading of the meter. If the meter is not read by the customer, bills will be estimated. The Company will read these meters at least every six (6) months and the difference between the customer readings or the estimated consumption will be billed or credited to the customer's account.

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

(G) Individual residential customer premises shall be metered and billed separately even if under common ownership, and combined metering or billing shall not be permitted. Commercial and industrial premises shall be considered separate when not on the same tract or contiguous tracts of land, or when each is a complete unit not physically integrated with, or essentially a part of, the other or others, and each renders a complete service or produces a finished product. Tracts of land separated by public streets, roads or alleys shall be considered non-contiguous tracts.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 17

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

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

(I) The Company may make a charge of $5.00 for any special meter reading which it is called upon to make other than on the regular reading date. Where interim meter readings are furnished the owner of premises the Company accepts no responsibility as to the distribution of the monthly bill as between tenants.

(J) Claims for error in statements rendered should be made by the customer as soon as discovered; if the claim is found to be meritorious, the Company will make proper adjustment on the Customer's subsequent bills, or make refund to the customer within a reasonable time.

(K) The Company shall make a test of the accuracy of registration of a meter upon request of a customer. Except as otherwise provided in these rate schedules, if such test shows the meter to be slow or within the tolerance limit as to accuracy of registration, the customer may be required to pay a charge of ten dollars ($10.00) for each test so made. If the test shows the meter to be fast and in excess of the tolerance limit of accuracy, such test shall be made at the expense of the Company and an adjustment shall be made with the customer. If no such test has been performed within the previous four years for the same customer at the same location, the test is to be performed without charge.

(L) In case a meter ceases to register, the quantity consumed will be estimated from the amount consumed during the corresponding period for the previous year, giving due consideration to weather and other pertinent factors**,** or by such other method that will be equitable.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 18

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

VII. EXTENSION OF FACILITIES

(A) SERVICE LINES AND CONNECTIONS

(1) The Company will make, own and maintain all necessary connections with its street mains. Under normal construction conditions, the Company will install up to 100 feet of service line (up to one inch in diameter and capable of a delivery pressure of up to 60 psig) at no cost to the customer. In the event a service line exceeding the diameter and pressure requirements set forth above is needed, or in the event of abnormal construction conditions, such as solid rock, road crossings that require a bore, the need to bore under landscaping, etc., or in regard to the installation of excess flow valves, any additional costs incurred by the Company will be charged to the customer. The Company may waive these charges when it determines that it is economically justifiable to do so. The Company will own, maintain and specify the route of the piping. Access must be granted on customer's property for replacement or repairs of these facilities. The Company may at its option install a service cock and box. The meter location will be determined by the Company. The Company will also set and own the meter and regulator, but all other piping, connections, and appliances for the purpose of utilizing gas shall be furnished and installed by the customer at the customer's risk and expense. Customer will pay the cost of any relocation of the Company's facilities that the Company may perform at customer's request.

(B) MAIN EXTENSIONS

(1) Extensions from the Company's distribution lines, will be made under the following conditions and circumstances:

(a) Subject to the availability of capital funds, the Company shall construct main extensions from its existing facilities to serve new customers where the cost of the Company's capital investment is economically feasible. Determination of whether a proposed extension is economically feasible shall be made through the use of

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 19

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

an economic model that will take into consideration the following factors:

(1) construction cost estimate;
(2) non-gas revenue;
(3) depreciation;
(4) incremental operating costs; and,
(5) any other factors relevant to economic feasibility of the project.

(b) If it is determined that the Company's return on investment (ROI) on the proposed main extension will equal or exceed the Company's cost of funding capital projects, the extension will be made at no cost to the customer. If it is determined that the Company's ROI will be less than the Company's cost of funding capital projects, the customer shall be required to pay an amount sufficient to ensure that the Company is able to earn an ROI equal to its cost of funding capital projects. On such an advance, the Company may enter into an agreement with the customer to refund the customer contribution. Refunds will be based only on changes in the factors considered in the economic model under which the investment was originally made. The Company shall establish, when capital funds are available, such new distribution service where the Company will be reasonably assured of a sufficient number of customers and an annual revenue to justify the capital expenditure. The Company may, however, refuse to extend facilities in the event system design and/or operational considerations so dictate.

(c) When the Company is requested to extend its distribution facilities to an area with existing potential users where no contributory capital is available, the Company has the option to provide the necessary capital in the amount equal to the necessary customer contribution to be recovered by a fixed daily surcharge rate applied to each customer account within the boundaries of the project for up to five

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 20

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

years* or until the customer contribution is recovered by the Company, whichever comes first. Under this option, the Company will construct and finance the facilities and recover the customer contribution, in addition to an appropriate interest (or finance charge) assigned to the capital required to fund the customer contribution, through the surcharge rate. If the customer contribution is not recovered during the pay-back period, the remaining balance of the customer contribution (including interest or finance charge) will be added to and included in the Company's overall rate base from that point forward. To insure sufficient customer commitment to each project, each customer will be required to sign an Extension Surcharge Agreement and may be required to make a reasonable customer deposit prior to commencement of construction. Surcharge areas are defined as those areas served by the facilities to be constructed. After the initial installation of facilities to serve the surcharge area, all subsequent connections which utilize mains from the original surcharge area installation will be subject to the same surcharge rate for the remaining period of the surcharge agreement.

*Special conditions may warrant extending this period based on economic conditions.

(d) When new extensions from the surcharge area are requested, the person(s) requesting an extension from these facilities will be required to make whatever customer contribution might otherwise be required for the extension under Part VII (B)(1)(b) and, in addition, will be subject to the surcharge rate for the remaining surcharge period.

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 21

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

(1) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge area's surcharge rate would be in excess of the surcharge rate applicable to the established surcharge area, the subsequent surcharge area will bear only the cost of their new facilities.

(2) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge rate is less than the surcharge rates applicable to the established surcharge area, the subsequent surcharge area will bear a portion of the remaining unpaid customer contribution of the established surcharge area in addition to its own surcharge allocation as follows:

(2)(a) The cost of the mainline established for the existing surcharge area shall be shared by the subsequent surcharge area up to an amount equal to the existing area surcharge rate if their computed surcharge is lower than the surcharge for the existing area. This shall be achieved by assigning an unamortized portion of the mainline investment which was required for the existing surcharge area to the subsequent surcharge area in order to fairly equate the surcharges. The amount of investment cost assigned to the subsequent surcharge area will then be credited to the unamortized amount payable by the existing surcharge area customers.

(2) The Company will not be required to enlarge its system of mains to meet the demand for gas of a prospective customer or to provide for an appreciable increase in the demands of a present customer, unless in the judgment of the Company, a reasonable rate of return is assured as a result of the expenditure required.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 22

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

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

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

(5) A standard Rural Gas Contract must be executed by each customer requesting a pipeline tap. The Company will not make or serve a tap on any federally certificated transmission line, unless, in the judgment of the Company, a reasonable rate of return can be earned as a result of the expenditure required to construct the tap and serve the customer, without unreasonable consequences to other customers. In addition, the Company will not make or serve a tap on any other transmission line, field gathering pipeline, or lines to wells which in the Company's opinion, presently contain or may in the foreseeable future contain undehydrated gas, liquid hydrocarbons, sour gas, or gas that is otherwise not merchantable. The Company may discontinue service whenever it believes reliable service cannot continue to be provided for any reason, including, but not limited to, water content of the gas furnished. In the event service is suspended or terminated because the Company cannot or believes it cannot continue to provide safe and reliable service, the Company will be under no obligation to compensate the affected customer(s) for such loss of service.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 23

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

EXTENSION SURCHARGE AGREEMENT

The undersigned promises to pay to Summit Utilities Arkansas, Inc., a surcharge on his/her/their/its monthly gas bill in consideration of the Company's extension of its facilities into the surcharge area in which the undersigned resides. The surcharge amount will be $_____ per month. The surcharge will be applied to all monthly billings to the undersigned for a ____ year period or until the Company recovers the required customer contribution for the surcharge area, whichever comes first. The surcharge amount will appear as a separate line item on the undersigned's bill.

The terms of this Extension Surcharge Agreement shall be subject to the provisions of the Company's rates and policies.

_____

_____

Accepted this _____ day of _____, 20__.

Summit Utilities Arkansas, Inc.

By _____

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 24

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

VIII. GENERAL

The customer shall use the gas delivered by the Company for his purposes only. The customer shall not, under any circumstances, resell or share with others any gas delivered by the Company. No changes**,** extensions, or replacement of service `lines shall be made without the written consent of the Company. No extension whatsoever of customer owned piping shall be made for the purpose of supplying gas to adjacent property**,** or other person or concerns residing or operating on the premises of the customer.

The foregoing natural gas resale prohibition shall not apply to distributors selling compressed natural gas as a motor vehicle fuel.

The authorized agent of the Company shall have the right and permission to enter upon the premises of the customer to inspect or test lines, and appliances, to read, change or remove the meter, to turn on and shut off the gas, or to perform other related functions. This right shall not be construed as placing any responsibility on the Company to inspect and test the lines or equipment of the customer.

No structures shall be erected over the Company's gas lines. In the event any such structure is erected, the customer will be provided the option of either removing the structure or paying the Company the cost of relocating the gas line, including the cost of obtaining alternative easements, if required.

The place of delivery of all gas purchased shall be at the outside wall of the first structure being served if the Company has installed or replaced the service line to that point. In all other cases, the place of delivery of all gas purchased shall be at the point of connection to the customer's service line from which point all gas delivered shall become the property of the customer, who shall thereafter be responsible for its passage through the meter and for all damage caused by said gas.

The Company shall have no responsibility for any act or omission, and shall have no liability from any cause, downstream of delivery. In case the supply of gas should fail, whether from natural causes, bursting of pipes or accident in any way, the Company shall

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 25

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

not be liable for damages, whether direct, special, continuing, exemplary, presumptive, incidental, indirect or consequential, including without limitation, loss of profits, loss of revenue, or loss of production capacity by reason of such failure. The Company shall not be liable in damages for any act or event that is beyond the Company's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, arrests, wars, blockades, insurrections, riots and epidemics, landslides, lightning, earthquakes, fires, storms, floods and washouts, priority limitation or restraining orders of any governmental authority and civil disturbances, explosions, breakage, accidents, tests, maintenance or repair to machinery, equipment, lines of pipe or other facilities; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits; and any other causes whether of the kind herein enumerated or otherwise.

Meters and pipes are likely to freeze in cold weather, and it shall be the duty of each customer to protect the pipes and the meter or meters from the action of the elements.

These Rules and Regulations are made a part and condition of all rate schedules of the Company and all customers served under such schedules shall be subject to these Rules and Regulations.

These Rules and Regulations are in addition to Rules and Regulations now established by the Regulatory Body having jurisdiction over these matters.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 26

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

IX. STATE AND MUNICIPAL TAXES

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 27

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

X. LEVELIZED PAYMENT PLAN

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

B. Operation of the Levelized Payment Plan

Under the LPP a customer's bill will be computed by averaging to the nearest dollar, the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent twelve months historical volumes. The average bill amount thus derived will be the monthly payment amount for each of the succeeding six months.

Actual billings will continue to be based upon the applicable rates and meter readings obtained to determine consumption. The amount due under the LPP will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be reflected on the bill as a memo item for the customer's information.

The cumulative difference between actual billings and the levelized billings under the LPP will be carried in a deferred balance that will accumulate both debit and credit differences.

The monthly payment amount will be automatically reviewed and adjusted six months after the anniversary date. This adjustment will be made to assure that the difference between actual payments and average payments under the LPP will be minimal. The new LPP payment amount will be computed by averaging the sum of the most recent six months actual billings and a projected amount for the next six months. The projected amount will be derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent year's historical volumes for the corresponding months. This amount will be

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 28

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

rounded to the nearest dollar and will be the monthly LPP payment amount for the next six months.

On the initial and subsequent anniversary dates a new levelized payment amount is calculated by averaging to the nearest dollar, the amount of the deferred balance and the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent twelve months historical volumes. This new LPP amount will then be in effect until the time of the next six-months review. On each subsequent anniversary date a new levelized payment amount will be calculated in this manner.

In such instances where sufficient billing history is not available, a twelve-month billing history will be estimated by the local office. The estimated history will be based on actual billings for those months in which actual billing data is available and estimated based on the service address or a similar location for those months in which no such actual billing is available.

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

C. Customer Qualification for "Levelized Payment Plan"

No additional customers shall be added to the LPP. The Company will, however, maintain the LPP for those customers participating in the LPP.

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 29

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

XI. EXTENDED ABSENCE PAYMENT PLAN

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

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

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

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

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

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

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 30

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

XII. AVERAGE MONTHLY BILLING

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

(B) OPERATION OF THE "AVERAGE MONTHLY BILLING"

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

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

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

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

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

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 31

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

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

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

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

(3) The customer may discontinue the AMB at any time by notifying the Company. The AMB will be discontinued if the customer requests a disconnect, if the customer is delinquent 30 or more days, if an account is final billed, or if the customer is turned off for non-payment as a result of past due amounts. Any outstanding balance owed to the Company at the time, including the deferred balance, will be due immediately. A delayed payment plan may be available to qualifying customers. Likewise, any credit due customer shall be applied to the next bill or refunded, as appropriate.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 32

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

XIII. PROVISIONS FOR LANDLORDS AND TENANTS

(A) LANDLORD/TENANT ACCOUNT IDENTIFICATION

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

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

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

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

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

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 33

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

XIV. MINIMUM HEATING VALUE FOR GAS

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 34

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

XV. BASE OR ABSOLUTE GAS PRESSURE

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 35

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

XVI. NORMAL GAUGE PRESSURE FOR GAS

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 36

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

XVII. LEAVE ON AGREEMENT

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 37

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

LEAVE ON AGREEMENT FOR NATURAL GAS SERVICE

This contract and agreement (hereinafter called the "Agreement") is made and entered into this _____ day of _____, 20____, by and between Summit Utilities Arkansas Inc., (hereinafter called "Company") its successors and assigns, and _____, (hereinafter called "Customer").

Customer represents that it is the owner/manager of the residential or commercial property identified on Attachment A hereto (said property being hereinafter referred to as the "rental property"), and that the terms and provisions of this Agreement are intended to cover and pertain to said rental property, consisting of a total of _____ rental unit(s).

Article I

Customer hereby requests that Company continue to sell and deliver natural gas service to each of the rental units identified above during any period of time subsequent to the closing of an account for service to a tenant or occupant of any of such rental units, or to the discontinuance or termination of service to any such rental units for any reason whatsoever except the nonpayment of utility bills by either the tenant or customer, and prior to the opening of an account for service to a new tenant or occupant of such rental unit. Customer agrees to be responsible for payment of all charges for gas service provided to any and all rental units covered by this Agreement during the aforesaid period of time.

Article II

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

B. Customer agrees to pay Company for all gas service and charges provided for in this Agreement in accordance with all rates, tariffs, schedules and charges which have been approved by the prevailing regulatory authority. Both parties understand that the charges provided and set forth in

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 38

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

this Agreement may, from time to time, be revised pursuant to order of prevailing regulatory authorities. The parties agree that in the event any charge provided and set forth in this Agreement is so revised, the provisions of this Agreement will automatically be revised in accordance therewith without further action by either party.

Article III

A. This Agreement shall continue in full force and effect as to all rental units identified herein until terminated by either party by written notice mailed or delivered to the other party at least thirty (30) days prior to the date on which termination of this Agreement is desired.

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

Article IV

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

Article V

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

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 39

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

Article VI

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

_____ Summit Utilities Arkansas, Inc.

By:_____ By:_____

Mailing Address for Notices Required Herein:

_____ _____

_____ _____

_____ _____

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 40

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

ATTACHMENT A

Summit Utilities Arkansas, Inc.
LEAVE ON AGREEMENT PROPERTY LISTING

Customer _____ Date_____

UNIT NUMBER	PROPERTY DESCRIPTION	ADDRESS	CITY/TOWN	STATE

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 41

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

XVIII. ORDER OF CURTAILMENT (OC)

(A) In order to take steps necessary for the protection of the reliable and adequate service that present supplies, capacities and facilities will permit, the Company will adhere to the following curtailment program:

(1) Deliveries of gas will be curtailed to whatever extent and for whatever periods Company may find necessary from time to time in the operation of its system for the primary benefit of human needs customers.

(2) In case of curtailments for whatever reason, the following order of priorities will be observed insofar as practicable, with the first noted category having the highest priority, and so on:

Priority 1.1 Residential; all commercial requirements of less than 500 Ccf per peak day.

Priority 1.2 All other commercial requirements (including schools, hospitals, and similar institutions unless they have provided an affidavit of waiver as set forth in Affidavit B of the LCS-1 Appendix), plant protection, small industrial and essential agricultural users with total requirements of up to 3,000 Ccf per day, and other uses the curtailment of which the Secretary of Energy or FERC determines would endanger life, health, or maintenance of physical property.

Priority 2.1* All other firm requirements for essential agricultural uses as defined in Section 401 of the Natural Gas Policy Act of 1978 which cannot use an alternate fuel within the meaning of applicable rules and regulations promulgated by the FERC under Section 401(b) of that Act.

Priority 2.2* Firm requirements for essential commercial process and feedstock uses as defined in Section 402 of the Natural Gas Policy Act of 1978 which cannot use an alternate fuel.

Priority 2.3* Firm requirements for other feedstock and process needs.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 42

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

Priority 3 Firm requirements for commercial needs not covered elsewhere.

Priority 4 Firm requirements for commercial needs for boiler fuel use of more than 3,000 Ccf per day but not more than 15,000 Ccf per day.

Priority 5 Firm requirements for commercial needs for boiler fuel use of more than 15,000 Ccf per day but not more than 30,000 Ccf per day.

Priority 6 Firm requirements for commercial needs for boiler fuel use of more than 30,000 Ccf per day.

Priority 7 Commercial transportation requirements for customers contracting directly with an upstream pipeline where gas supply deliveries have been interrupted or curtailed by the pipeline.

* **When it is necessary to curtail loads in each of these priorities, the large requirements that normally use more than 3,000 Mcf per day will be curtailed before the smaller loads.**

(3) Each higher priority of use will be fully protected from curtailment until all lower priorities have been ordered curtailed 100 percent; that is, no curtailments of Priority 5 uses will be ordered until all Priority 6 uses have been ordered curtailed, and so forth.

(4) If system deliverability permits only partial delivery of gas to a given category of use, curtailment will occur, on the basis of a pro rata sharing based on historical deliveries to customers for that category. On days when curtailment is required, total deliveries to individual customers may not exceed contract volumes.

(5) Before service commences, when the character of gas usage materially changes, and from time to time upon request, each customer shall furnish Company with all information reasonably required by Company with regard to gas usage at the facility served to assist Company in its determination of the proportionate parts, if any, of that usage falling in different priority categories. In determining the appropriate priority

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 43

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

category for gas sold, no distinction will be made between gas sold to direct customers and to resale customers.

(6) Company will implement this curtailment plan throughout each of Company's systems to the extent possible consistent with the practical operation of the system, giving due regard to such factors as system capacity and where curtailable customers are located in relation to where the gas is needed.

Any customer who fails to comply with any curtailment directive issued by the Company in response to this order shall be subject to total curtailment of gas during the remainder of the curtailment period. The Company shall have the right to enter the premises of the customer to ascertain the degree of compliance with the curtailment order and to take such other steps as may be necessary to enforce the provisions of this curtailment order.

(7) An emergency exemption from curtailment will be provided for all firm electric utility customers to the extent required to avoid the curtailment of firm electric load upon an attestation by a utility to Company that: (1) the utility faces an emergency situation wherein it will be required to shed firm electric load necessary to serve human needs customers unless an exemption from curtailment is granted in an amount which will avoid the curtailment of firm electric load necessary to serve human needs customers; (2) the utility has no alternate fuel capability; (3) the utility has exhausted all purchased power opportunities; (4) the utility has utilized all alternative sources of power; and (5) the utility will accept reduced deliveries during the emergency exemption from curtailment. Electric utilities served at more than one location are permitted to divert their entitlements between plants so long as they stay within their total entitlements, where Company determines that this can be done consistently with prudent operation of its system.

(8) Any firm customer claiming an emergency need for supplemental deliveries during curtailment to forestall irreparable injury to life or property shall furnish Company with full details of the nature, cause, unavoidability and estimated duration of the emergency. This information is to be given by telephone followed by immediate

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 44

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

written notice to Company signed by an officer or responsible employee under oath. Upon receipt of the initial notice Company will make such investigation as is reasonably possible under the circumstances and if gas is available, Company will deliver such supplemental volumes as Company determines the situation to require. The customer must promptly take all reasonable steps to eliminate the cause of the emergency and accept reduced deliveries after the emergency to offset the supplemental deliveries.

(9) Company shall be relieved of all liabilities, penalties, charges, payments, price adjustments, alternate fuel subsidizations and claims of whatever kind, contractual and otherwise, resulting from or arising out of Company's failure to deliver all, or any portion of, the volumes of gas desired by any particular customer or customers to the extent that such failure results from Company's implementation of this curtailment plan in accordance with its provisions and applicable regulatory orders, notwithstanding inconsistent provisions in contracts, jurisdictional and non-jurisdictional, heretofore entered into.

(10) Until the reserves available to Company's system are substantially augmented, Company will husband its existing gas supply by regulating its receipts from connected sources so as to receive gas at rates reasonably calculated to permit the maximum utilization of the reserves for the benefit of Company's human needs customers over the longest possible periods of time.

(11) All surplus gas deliveries are to be discontinued completely before contract service to the above listed priorities is curtailed.

(12) To the extent Company has gas available, Company will deliver volumes of natural gas to firm customers:

(a) to respond to emergency situations (including environmental emergencies) during period of curtailment where additional supplies are required to forestall irreparable injury to life or to property; and

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 45

Replacing: Sheet No.

Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART III

STANDARD SERVICE RULES AND REGULATIONS

Effective: (to be determined)

(b) to provide for minimum plant protection when the plant is shut down.

Attachment: 2022-004 EXH 'A' Clean TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-1.1/3

Replacing: ~~Original~~ Sheet No. ~~1-1.1~~/3

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Residential

PART I – Rate Schedule No. 1

Title: RESIDENTIAL FIRM SALES SERVICE (RS-1) Effective: ~~(September 1, 2017~~TBD~~~~to be determined)

1. RESIDENTIAL FIRM SALES SERVICE (RS-1)

1.1. AVAILABILITY

1.1.1. This rate is available to any consumer where gas is delivered to an individually metered, single, private dwelling and its appurtenances, the major use of which is for household appliances, and for the personal comfort and convenience of those persons residing therein. This rate schedule is not available for any dwelling used principally for commercial purposes. Natural gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby service is not available under this rate schedule.

1.2. RATES

1.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows:

(a) Monthly Customer Charge -- $10.75. ~~–~~The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Rate:

First 15 Ccf at $0.45335 per Ccf
Over 15 Ccf at $0.36576 per Ccf

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-1.2/3

Replacing: ~~Original~~ Sheet No. ~~1-1.~~2~~/3~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Residential

PART I – Rate Schedule No. 1

Title: RESIDENTIAL FIRM SALES SERVICE (RS-1) Effective: ~~(September 1, 2017~~TBD~~~~to be determined)

(d) WNA Rider will be applicable only to volumes in excess of 15 Ccf per month.

1.3. MINIMUM CHARGE

1.3.1. Monthly Customer Charge -- $10.75. ~~-~~The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

1.4. RIDERS

1.4.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule:

Rider Name	Description	Identification on Customer Bills
TA	Municipal Tax Adjustment	Municipal Franchise Adj
WNA	Weather Normalization Adjustment	Weather Normalization Adj
~~BDA~~	~~Interim Billing Determinant Rate Adjustment~~	~~Billing Determinant Rate Adj~~
EECR	Energy Efficiency Cost Recovery Rider	EE Cost Rate
~~FRP~~	~~Formula Rate Plan Rider~~	~~Formula Rate Plan Adj~~

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-1.3/3

Replacing: ~~Original~~ Sheet No. ~~1-1.~~3~~/3~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Residential

PART I – Rate Schedule No. 1

Title: RESIDENTIAL FIRM SALES SERVICE (RS-1) Effective: ~~(September 1, 2017~~~~TBD~~to be determined)

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

1.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-2.1/8

Replacing: ~~Original~~ Sheet No. ~~1-2.1/6~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: ~~September 1, 2017~~(to be determined)~~TBD~~

2. SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

2.1. AVAILABILITY

2.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Company's existing facilities. This rate schedule is available to any consumer engaging in business, professional, institutional or other non-residential activity supplied at an individually metered point of delivery for all uses of gas. Natural gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby service is not available under this rate schedule.

2.1.2. Gas consumption under this rate schedule is limited to 365,000 Ccf in any 12 consecutive month period. If at any time, it is anticipated, based on Company's estimate, that the customer will consume in excess of 365,000 Ccf per year in the succeeding 12 consecutive month period, the customer shall become subject to the applicable large commercial firm service rate schedule.

2.1.3. Company has historically allowed the volume usage of meters at business facilities under common ownership and subject to this rate schedule to be aggregated for the sole purpose of establishing eligibility for transportation as referenced in Part 3.1.3. of Rate Schedule LCS-1. Customers historically qualifying for transportation under this aggregation provision shall remain subject to the rates and charges under this rate schedule in addition to any additional specific rates, charges, or adjustment riders peculiar to the Transportation Supply Option ("TSO") set out in Rate Schedule LCS-1, such as, but not limited to, administrative fees. Customers aggregating volume shall be subject to all provisions and policies governing TSO option customers as specified in LCS-1, except as provided for herein.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-2.2/8

Replacing: ~~Original~~ Sheet No. ~~1-2.2/6~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: ~~September 1, 2017~~(to be determined)~~TBD~~

Although no aggregation will be allowed for eligibility, the ability to aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS-1 or LCS-1 rate schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO.

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

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-2.3/8

Replacing: ~~Original~~ Sheet No. ~~1-2.~~3~~/6~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: ~~September 1, 2017~~(to be determined)~~TBD~~

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

2.2. RATES

2.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows:

(a) Monthly Customer Charge - $14.67. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Rate for customers electing the SSO option:

First 1,500 Ccf at	$0.17133
1,501 – 15,000 Ccf at	$0.12959
Over 15,000 Ccf at	$0.05555

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-2.4/8

Replacing: ~~Original~~ Sheet No. ~~1-2.~~4/~~6~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: ~~September 1, 2017~~(to be determined)~~TBD~~

Distribution Rate for customers electing the TSO option:

First 150 MMBtu at	$1.68620
151 – 1,500 MMBtu at	$1.27534
Over 1,500 MMBtu at	$0.54673

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

(d) WNA Rider will be applicable only to volumes in excess of 78 Ccf.

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

2.3. MINIMUM CHARGE

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

2.4. TELEMETERING

2.4.1.

Telemetering is required for customers electing and qualifying for transportation service. Company shall install telemetry equipment of

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-2.5/8

Replacing: ~~Original~~ Sheet No. ~~1-2.~~5~~/6~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: ~~September 1, 2017~~(to be determined)~~TBD~~

standard make and manufacture to determine hourly and daily flow at customer's point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 3: Customer elects wireless service through ~~CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

( ) Option 4: Customer elects wireless service through ~~CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-2.6/8

Replacing: ~~Original~~ Sheet No. ~~1-2.~~6~~/6~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: ~~September 1, 2017~~(to be determined)~~TBD~~

In the event customer has in place working telemetering facilities and equipment; and the customer receives system supply service; and Company determines it necessary to keep the telemeter(s) operational, Company will arrange and pay for the associated telecommunications cost while the customer receives sales service under this rate schedule.

2.4.2. If customer chooses analog telemetry, then customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary.

If customer chooses wireless telemetry, then customer shall pay Company $10 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.

2.5. RIDERS

2.5.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule:

Rider Name	Description	Identification on Customer Bills
TA	Municipal Tax Adjustment	Municipal Franchise Adj
WNA	Weather Normalization	Weather Normalization Adj

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-2.7/8

Replacing: ~~Original~~ Sheet No. ~~1-2.7/6~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: ~~September 1, 2017~~(to be determined)~~TBD~~

	Adjustment	
~~BDA~~	~~Interim Billing Determinant Rate Adjustment~~	~~Billing Determinant Rate Adj~~

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-2.8/8

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. 2

Title: SMALL COMMERCIAL FIRM SALES SERVICE (SCS-1)

Effective: ~~September 1, 2017~~TBD

EECR	Energy Efficiency Cost Recovery Rider	EE Cost Rate
~~FRP~~	~~Formula Rate Plan Rider~~	~~Formula Rate Plan Adj~~

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

2.6. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.1/39

Replacing: ~~Original~~ Sheet No. ~~1-3.1~~/38

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017(to be determined)~~

3. LARGE COMMERCIAL FIRM SERVICE (LCS-1)

3.1. AVAILABILITY

3.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Company's existing facilities. This rate schedule is available to any customer at a particular facility owned or operated by customer who enters into a large volume commercial service agreement ("Agreement") with Company, in the form appended to this rate schedule on reasonable terms and conditions acceptable to the Company, for delivery of gas at the facility, provided such facility has experienced, or anticipates, an average daily demand of more than 100 MMBtu per day during the preceding or succeeding twelve (12) months, respectively.

For the purpose of establishing eligibility for the Transportation Supply Option ("TSO") defined in this rate schedule, customers experiencing or anticipating an average daily demand of 10 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. Customers choosing the TSO will remain under their originating SCS or LCS rate schedules, and are additionally subject to any specific rates, charges or riders specific to the TSO.

3.1.2. Company has historically allowed the volume usage of meters at facilities under common ownership and subject to other commercial rate schedules to be aggregated for the sole purpose of establishing eligibility for transportation. Although no aggregation will be allowed for eligibility, the ability to aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.2/39

Replacing: ~~Original~~ Sheet No. ~~1-3.2/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017(to be determined)~~

charges under the originating SCS or LCS rate schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO.

3.1.3. Customers under this rate schedule may choose between two sources of supply, as follows:

(a) System Supply Option ("SSO") - under which customer will be delivered natural gas supply designated as general system supply of Company.

(b) Transportation Supply Option ("TSO") - under which customer will be delivered natural gas supply received for customer's account at points of receipt on Company's distribution facilities.

3.1.4. The customer's election between the two supply options under this rate schedule shall be set forth in the requisite Agreement which will specify the term (duration) of this customer election. Under no circumstances shall the Company be obligated to (a) deliver natural gas volumes to a customer under this rate schedule from a supply source other than the one reflected in customer's election embodied in the Agreement or (b) enter into an agreement with a term of less than one year. LCS customers failing to execute the requisite agreement setting forth the supply option election, shall default to the System Supply Option, and shall remain until such time that an agreement setting forth the alternative supply option is executed.

3.1.5. If customer has human needs requirements, or other requirements necessary for the preservation of life, health or physical property, the Company will require customer to certify and document such requirements in writing prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change.

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.3/39

Replacing: ~~Original~~ Sheet No. ~~1-3.3/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017(to be determined)T~~

3.1.6. Additionally, if customer has human needs requirements under the TSO, the Company will require customer to certify and document to Company that it:

(a) has made firm pipeline capacity and gas supply arrangements sufficient to ensure non-interruptible deliveries to satisfy its level of human needs requirements. This documentation will include written acknowledgement from the upstream pipeline that firm, primary delivery point capacity is under contract for the appropriate location that will service customer, and that such capacity is under contract for the entire November through March time period; or,

(b) has one or more alternative energy back-up systems in place to provide for continuous energy to satisfy the total human needs requirements that otherwise would be met by natural gas. In such instance, there will be no requirement to meet this firm pipeline capacity and gas supply provision.

3.1.7. Customers converting from sales service to transportation service shall bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from that conversion, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the converting customer upon request. Upon request, Company shall provide a good faith estimate of such costs/credits based upon representations made by the customer as to usage, demand, timing, and other factors.

3.1.8 Customers converting from transportation service to sales service will be required to contract for such sales service between the months of February through April preceding the expiration of the primary or any succeeding term of the Customer's existing contract. Customers seeking to contract for

Formatted: Width: Exactly 0.03", Height: Exactly 0.0
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.4/39

Replacing: ~~Original~~ Sheet No. ~~1-3.4/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

sales service during the required time frame will be allowed to convert to sales service provided that the Company is able to secure firm upstream transportation capacity and other upstream pipeline services sufficient to meet the Customer's needs. Any such conversion will be effective upon the expiration of the term of the Customer's existing contract, unless the Company and the Customer agree otherwise.

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

3.2. MAXIMUM QUANTITIES

3.2.1. Company and customer shall agree upon a Maximum Daily Winter Quantity ("MDWQ") applicable to the period from November through March which will be reflected in the Agreement, and shall establish the maximum MMBtu Quantity that the Company will be obligated to deliver on a firm basis on any given day to customer's point of delivery until such maximum quantity is revised pursuant to Part 3.2.4.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.5/39

Replacing: ~~Original~~ Sheet No. ~~1-3.5/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017(to be determined)~~

3.2.2. Average Daily Volume shall be calculated by dividing the annual volume by 365.

3.2.3. Under no circumstances is Company required to agree to an MDWQ, Average Daily Volume or other quantity-related obligation under this rate schedule that it finds inconsistent with actual expected operating outcomes or load requirements based on observed historical operating data, the level and nature of currently installed natural gas facilities, equipment and appliances, or other relevant, reasonable and appropriate information or data. When entering into a new Agreement, an existing customer will not be required to agree to an MDWQ, Average Daily Volume or other quantity-related obligation under this rate schedule that is less than the quantities in effect during the previous Agreement, provided, however, that the quantities sought by the customer were actually experienced during the two-year period preceding the new Agreement.

3.2.4. Unless agreed otherwise, should customer deliveries exceed the Initial MDWQ during the period from November through March, then delivery demand set on that day shall reestablish the MDWQ and shall hereinafter be referred to as the Replacement MDWQ. Should annual deliveries exceed previously established levels, for the prior 12-month period, then the Initial Average Daily Volume will be reestablished for the annual period, and shall be known as the Replacement Average Daily Volume. The Replacement MDWQ or Average Daily Volume, respectively, become effective on the first day of the month after which the excess occurred for all meters read on and after that date, and continue for the remaining term of the contract or until such time that a Replacement MDWQ or Average Daily Volume is established. The Replacement MDWQ or Average Daily Volume shall not, however, exceed the quantity that is capable of being received or delivered on a firm basis. In the event that the Replacement MDWQ or Average Daily Volume would otherwise exceed the quantity that is capable of being

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.6/39

Replacing: ~~Original~~ Sheet No. ~~1-3.6/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017(to be determined)~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

received or delivered on a firm basis, then the Replacement MDWQ or Average Daily Volume shall be the maximum level that can be received or delivered on a firm basis.

3.2.5. Company shall not be obligated to receive or deliver more than the Maximum Hourly Quantity ("MHQ"). If customer takes gas in excess of the specified MHQ at the point of delivery without the approval of Company, and such excess flow causes physical harm to the Company, its other customers or its facilities, then customer shall reimburse Company for the actual cost of damages or harm or repairs to its facilities, plus overhead expenses, within 15 days after the date of Company's invoice to customer for such damages.

3.3. CAPACITY DEMAND

3.3.1. Each individually metered point of delivery under this rate schedule shall have a capacity demand ("CD"), equal to the higher of:

(a) The Initial MDWQ specified in customer's Agreement with Company, subject to the maximum quantities provision herein, or the Replacement MDWQ as established pursuant to the provisions of Part 3.2.4.

(b) The Initial Average Daily Volume specified in customer's Agreement with Company, or the Replacement Average Daily Volume as established pursuant to the provisions of Part 3.2.4.

3.3.2. This CD shall be the billing determinant for both distribution demand charges and Fixed Storage Charges, Fixed Gas Supply Charges and Fixed Transportation Charges (GSR Demand) under the Gas Supply Rate Rider. The Initial MDWQ or Initial Average Daily Volume, the higher of which is also known as the Initial CD, shall remain in place until such time as a Replacement MDWQ or Replacement Average Daily Volume, the higher of

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.7/39

Replacing: ~~Original~~ Sheet No. ~~1-3.7/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017(to be determined)~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

which is also known as the Replacement CD, is established pursuant to the provisions of Part 3.2.4. During the course of the contract term, the CD established as billing determinant shall be the higher of the Initial CD under the contract or any Replacement CD established during the previous 12-month period. Unless agreed upon otherwise, if during the course of a multi-year contract, any Replacement CD established pursuant to Part 3.2.4. does not re-occur during any prior 12-month period, then effective the first day of the following month the Replacement CD will be established as the higher of the Initial CD or highest daily volume during the MDWQ period that falls within the previous twelve months. In no instance shall the Replacement CD be based upon usage occurring before the effective date of the customer's Agreement.

3.4. RATES

3.4.1. Each customer receiving service under this rate schedule, other than small commercial firm sales service customers historically qualifying under the Part 3.1.2. aggregation provision, shall be charged the sum of (a), (b), (c) and (d) as follows:

(a) Distribution Customer Charge - $290.00 per month. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Demand Charge per MMBtu of CD per month:

(i) $8.01586per MMBtu of CD up to 400 MMBtu of CD plus, if applicable

(ii) $1.23854 per MMBtu of CD over 400 MMBtu of CD.

(c) Gas Supply Rate Rider :

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.8/39

Replacing: ~~Original~~ Sheet No. ~~1-3.8/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

(i) SSO - The Gas Supply Rate will be calculated and adjusted periodically as defined in the Company's Gas Supply Rate Rider.

(ii) TSO - The customer will provide the appropriate LUFG-in-Kind as described in the Company's Gas Supply Rate Rider. Volumes provided as LUFG-in-Kind will not be considered in the calculation of Capacity Demand and shall not be subject to Distribution Charges.

3.4.2. Monthly charges applicable to customers under the TSO described in Part 3.1.3. of this rate schedule, including small commercial firm sales service customers historically qualifying under the Part 3.1.2. aggregation provision of this rate schedule or qualifying for transportation under the SCS rate schedule, are as follows:

(a) Contract Administration Fees:

TSO - $332.61 per month.

3.5. MINIMUM CHARGE
The sum of (a), (b), and (c) if applicable:

(a) Distribution Customer Charge - $290.00 per month. The monthly customer charge shall be pro-rated in the months that the customer initiates and terminates gas service.

(b) Distribution Demand Charge - per MMBtu of CD per month:

(i) $8.01586 per MMBtu of CD up to 400 MMBtu of CD

plus, if applicable

(ii) $1.23854 per MMBtu of CD over 400 MMBtu of CD

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.9/39

Replacing: ~~Original~~ Sheet No. ~~1-3.~~9/~~38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017(to be determined)T~~

(c) Contract Administration Fee – TSO - $332.61 per month.

3.6. TELEMETERING EQUIPMENT

3.6.1. Telemetering is required for all customers who receive service pursuant to this rate schedule, including customers qualifying under Part 3.1.2. of the aggregation provision of this rate schedule. If Company does not have telemetry at customer's point of delivery, upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at customer's point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 3: Customer elects wireless service through ~~CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.10/39

Replacing: ~~Original~~ Sheet No. ~~1-3.10/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017(to be determined)~~

( ) Option 4: Customer elects wireless service through ~~CenterPoint Energy Arkansas Gas~~ Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

3.6.2. If customer chooses analog telemetry, then customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary.

If customer chooses wireless telemetry, then customer shall pay Company $10 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.

3.7. RIDERS

3.7.1 In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule:

Rider Name	Description	Identification on Customer Bills
TA	Municipal Tax Adjustment	Municipal Franchise Adj
EECR	Energy Efficiency Cost Recovery Rider	EE Cost Rate

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.11/39

Replacing: ~~Original~~ Sheet No. ~~1-3.11/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017(to be determined)~~

~~FRP~~ ~~Formula Rate Plan Rider~~ ~~Formula Rate Plan Adj~~

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

3.8. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

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

3.9. BILLING AND PAYMENT

3.9.1. Customer's bills will be based on capacity demand and the quantity of MMBtu's delivered to customer at the delivery point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within fourteen (14) days after the date the bill is mailed or made available electronically. Company shall have the right to bill customer each month hereunder on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Amounts past due hereunder shall bear interest from the due date until paid at the maximum lawful rate. The Company shall not discontinue service to customer for violation of its rates and policies nor for non-payment of bills, without first having diligently tried to induce the customer to comply with its rates and policies, or to pay amounts due the Company. Company may suspend service to customer after written notice shall have been given to the customer by the Company in the manner provided for in the Commission's Rules. Company may require as a condition of recommencement or continuation of service the maximum refundable deposit or bond allowed by

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.12/39

Replacing: ~~Original~~ Sheet No. ~~1-3.12/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

the Commission to secure payment of bills. Interest at such rates as are required by the Commission shall be paid on any such deposit amount.

3.10. DEFINITIONS

3.10.1. The following terms when used herein shall be construed to have the following meaning, except where the context of their use clearly indicates another meaning:

3.10.2. The term "Large Volume Commercial Customer Agreement" (Agreement) shall mean a written and fully executed agreement between Company and customer which provides for service under the applicable supply option of this rate schedule.

3.10.3. The term "customer" shall mean the party so identified in the Agreement, or its designee.

3.10.4. The term "day" or "daily" shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Standard Time, at the point at which delivery of gas is made.

3.10.5. The term “month,” “Service Month,” or “monthly” shall mean the period beginning at or as near as practicable to 9:00 a.m., Central Standard Time, on the first day of the calendar month and ending as near as practicable to 9:00 a.m. on the first day of the next succeeding calendar month.

3.10.6. The term "year" or "service year" shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3.10.7. The term "cubic foot" shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.13/39

Replacing: ~~Original~~ Sheet No. ~~1-3.~~13/~~38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

degrees) Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute.

3.10.8. The term "Mcf" shall mean one thousand (1,000) cubic feet of gas.

3.10.9. The term "Btu" shall mean British Thermal Unit.

3.10.10. The term "MMBtu" shall mean one million (1,000,000) Btu's.

3.10.11. The term "gas supply" as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

3.10.12. The term "balancing" shall mean the service provided by Company when quantities of gas received by Company at the Point(s) of Receipt differ at any time from the quantities of gas delivered by Company at the Point(s) of Delivery under the Agreement.

3.10.13. 3.10.13.The term "Point(s) of Receipt" shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of customer.

3.10.14.The term "Point(s) of Delivery" shall mean the point or points specified in the Agreement where Company agrees to deliver gas transported for the account of customer.

3.10.15.The term "imbalance" shall mean the difference in the MMBtu's of natural gas which customer takes at the Point(s) of Delivery and the MMBtu's which customer provides for transportation at the Point(s) of Receipt.

3.10.16.The term “Average Daily Volume” shall be calculated by dividing the annual volume by 365.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.14/39

Replacing: ~~Original~~ Sheet No. ~~1-3.14/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

3.10.17. The term "Maximum Hourly Quantity" or "MHQ" shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of, MDWQ or Average Daily Volume.

3.10.18. The term "Initial CD" shall mean the higher of the Average Daily Volume or the Maximum Daily Winter Quantity "MDWQ." The Initial CD shall be negotiated by the Company and the customer.

3.10.19. The term "Initial Maximum Daily Winter Quantity" shall mean the Maximum Daily Winter Quantity "MDWQ" reflected on the initial Exhibit A to the Large Volume Commercial Customer Agreement.

3.10.20. The term "Replacement CD" shall mean a daily volume higher than the Initial CD, that is substituted and used as a CD pursuant to Part 3.3.2.

3.10.21. The term "Replacement Maximum Daily Winter Quantity" shall mean the Maximum Daily Winter Quantity "MDWQ" reflected on the revised Exhibit A to the Large Volume Commercial Customer Agreement.

3.10.22. The term "*Inside FERC* Enable-East First-of-the-Month Index," or "Enable Index," shall mean the price published in Platt's *Inside FERC*'s *Gas Market Report* under the heading "Prices of Spot Gas Delivered to Pipelines" for "Enable Gas Transmission, LLC." "East" under the subheading "Index" for the applicable Month of gas delivery. For any month in which Platt's *Inside FERC Gas Market Report* fails to report an Enable Index, Company shall substitute the price published in Platt's *Inside FERC Gas Market Report* under the heading "Market Center Spot Gas Prices" for "Henry Hub" under the subheading "Index" for the applicable Month of gas delivery (the "Henry Hub Index"), adjusted to reflect a historical variance between the Enable Index and the Henry Hub

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.15/39

Replacing: ~~Original~~ Sheet No. ~~1-3.15/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

Index. The variance shall be the average of the difference between the Henry Hub Index and the Enable Index for the two most recent months in which both indices were published by Platt's *Inside FERC's Gas Market Report*. "

3.11. GOVERNMENTAL REGULATIONS

3.11.1. Service hereunder shall be subject to all relevant present and future local, state and federal laws and all rules, regulations and orders of regulatory authorities having jurisdiction over any of the parties, as applicable, and the obligations of all parties hereunder are subject to obtaining whatever regulatory approvals and authorizations are necessary for the lawful implementation of the Agreement, on continuing conditions satisfactory to the party affected. Customer shall cooperate with the Company by providing promptly all information and in making whatever reports or filings are necessary in regard to service rendered under this rate schedule. Neither party shall be held in default for failure to perform hereunder if such failure is due to good faith compliance with the requirements of any such laws, orders, rules and regulations. Should any governmental body having jurisdiction impose on the Company or the services provided hereunder or otherwise require service hereunder on terms and conditions that are unacceptable to Company, in its sole discretion, then Company may terminate service hereunder at any time thereafter upon notice to customer. Customer shall also reimburse Company, or cause Company to be reimbursed, for any fees, taxes (other than income and property taxes) or other charges levied or paid by Company to any governmental authorities in connection with or attributable to the services provided hereunder.

3.12. MEASUREMENT

3.12.1. Except as may be otherwise provided elsewhere herein or required by law, the measurement and testing of gas received and delivered hereunder shall

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.16/39

Replacing: ~~Original~~ Sheet No. ~~1-3.16/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

be done by Company, or its designee, as measuring party in accordance with the following:

3.12.2. The gas received by Company hereunder shall be measured as follows:

3.12.2.A. The unit of volume shall be 1,000 cubic feet of gas (Mcf) at a temperature base of 60 degrees Fahrenheit and at a pressure base of 14.73 pounds per square inch absolute. Whenever the actual conditions of pressure and temperature of the particular gas stream being measured differ from the above standard, conversion of the volume from such actual conditions to the above standard conditions shall be made in accordance with the Ideal Gas Laws corrected for super-compressibility in accordance with the method customarily used by the measuring party.

3.12.2.B. Measurements of gas shall always be in accordance with requirements of law, and if the procedures, bases, or standards herein contemplated to be used in the determination of gas volumes are changed by law or regulatory action, the applicable rates shall be appropriately modified and adjusted to the extent necessary to the end that calculations to determine sums of money due hereunder after the change will reach the same end result in dollars and cents as would have been reached in the absence of such change.

3.12.2.C. The temperature of the gas at each point of receipt shall be (i) determined by a recording thermometer, (ii) determined by taking the average of the daily readings of an indicating thermometer, or (iii) assumed by mutual agreement to be 60 degrees Fahrenheit, provided that, if a recording thermometer is not being used, customer shall have the right, by reimbursing the

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.17/39

Replacing: ~~Original~~ Sheet No. ~~1-3.17/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

cost of the equipment and its installation, to require the use of a recording thermometer. The Btu content of the gas per cubic foot shall be determined on a dry basis in accordance with good engineering practice in a manner reasonably calculated to result in a fair and accurate determination.

3.12.2.D. The specific gravity of the gas shall be determined in accordance with good engineering practice as often as found necessary in operation.

3.12.2.E. Standard type measuring and testing equipment necessary to measure and determine quantities hereunder shall be installed, operated and maintained in a workmanlike manner. Readings, calibrations, tests, repairs and adjustments of said equipment, and changing of charts, shall be done only by employees or agents of measuring party and in accordance with good engineering practice as often as found necessary in operation. Orifice meters, if used, shall be installed and operated, and volumes computed, in accordance with the latest version of the American Gas Association Gas Measurement Committee Report and Appendices thereto, and such amendments thereof as measuring party may place in use on its system for transactions of this type. Customer shall have access to the measuring and testing equipment at reasonable times, and shall have the right to have a representative present at tests, calibrations and adjustments thereof. Upon request by customer for a special test of any meter or auxiliary equipment, the accuracy of same shall be verified promptly, provided that the cost of such special test shall be borne by customer unless the percentage of inaccuracy is found to be more than two percent (2%), then previous readings shall be corrected to zero error for the period of time

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.18/39

Replacing: ~~Original~~ Sheet No. ~~1-3.18/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

during which the equipment was known to be inaccurate, or if not known then to the shorter of six (6) months or the last date that the meter was tested; if said total inaccuracy is not more than two percent (2%), then previous reading shall be considered correct but the equipment shall be adjusted to read correctly. Measuring party shall not be required to verify the accuracy of such equipment more than once in any 90-day period, unless customer has a specific and verifiable reason to believe that the equipment is inaccurate by more than 2%.

3.12.2.F. If any meter or auxiliary equipment is out of service or out for repair for a period of time so that the quantity of gas delivered cannot be ascertained or computed from the reading thereof, then the quantity delivered during such period shall be estimated upon the basis of the best data available, using the first of the following methods which is feasible: (i) by correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculations; (ii) by using the registration of any check equipment installed and accurately registering, or (iii) by estimating the volume on the basis of deliveries during preceding periods under similar conditions when the equipment was registering accurately.

3.12.2.G. Upon request, measurement charts and records shall be submitted to customer for examination, the same to be returned within twenty (20) days. The measurement charts and records for a given accounting month shall be conclusively presumed correct if no written objection thereto is served on Company within the 12-month period following the given accounting month. All test data, meter charts and similar records shall be preserved for a period of at least one (1) year.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.19/39

Replacing: ~~Original~~ Sheet No. ~~1-3.19/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

3.12.2.H. The formal measurement and testing of gas hereunder shall only be by the equipment operated by measuring party, but customer may install, operate and maintain, at customer's own cost, risk and expense and in the same manner as is required for the primary equipment hereunder, check measuring and testing equipment of standard type, provided that the same does not interfere with the operation of the primary equipment. Company shall have the same rights with respect to check equipment as customer has with respect to the primary equipment.

3.12.2.I. If Company causes any or all of the foregoing measurements and testing procedures to be done by a third-party designee, then in such event:

3.12.2.I(1) Customer's rights hereunder with respect to the third-party's equipment and procedures will be subject to reasonable arrangements by Company with such third party; and

3.12.2.I(2) If the third party's usual and customary procedures differ in particular respects from the detailed procedures set out above, then the third-party's procedures, and measured quantities resulting therefrom shall be acceptable and used hereunder so long as they are consistent with good engineering practice in the industry.

3.12.2.J. The gas delivered by Company to customer after transportation shall be measured in the same manner as are volumes sold by Company to customers of similar size as customer under Company's sales rate schedules.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.20/39

Replacing: ~~Original~~ Sheet No. ~~1-3.~~20/~~38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

3.12.2.K. Volume measured in Mcf will be subject to thermal adjustment and billed in MMBtu as measured on a dry basis. Delivered volumes will be adjusted by the appropriate thermal content factor obtained from the nearest available chromatograph or sampling location. The formula for conversion from Mcf to MMBtu is as follows: Mcf x thermal content factor = MMBtu.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.21/39

Replacing: ~~Original~~ Sheet No. ~~1-3.21/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017(to be determined)~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

3.13. FORCE MAJEURE

3.13.1. Neither customer nor Company shall be liable to the other for failure to perform their respective obligations under the Agreement (other than to make any and all payments thereunder) due to acts or conditions beyond the reasonable control of the parties affected. The obligations of the affected party to perform shall be suspended so long as and to the extent that performance is prevented by the occurrence of such acts or conditions. Such acts or conditions shall be deemed to include, but not be limited to, fire, labor disputes, acts of God, the elements, wars, epidemics, riots, civil disturbances, explosions, breakdown of equipment, test and repairs of pipeline facilities, freezing of wells or pipelines, requirements of local, state or federal authorities, failure of any intermediate transporters relied upon by Company to transport the gas for any reason, failure of appropriate regulatory approvals or lack of sufficient capacity, the inability of Company to obtain or maintain such regulatory authorizations as may be necessary for the lawful performance of the service contemplated hereby on continuing conditions satisfactory to Company, the curtailment of service by Company in accordance with Company's curtailment plan as effective from time to time, failure of gas supply and any other cause, similar or dissimilar, not within the reasonable control of the party claiming relief. The party affected shall notify the other promptly and shall remedy the cause of suspension with reasonable diligence, retaining to such party unqualified discretion in settling labor disputes.

3.14. OPERATING INFORMATION AND FORECASTS

3.14.1. Customer, upon request, shall furnish or cause to be furnished to Company from time to time such reasonable data as in Company's judgment is necessary for the proper analysis of the daily and annual gas load requirements of customer for this service. Customer at all times shall keep

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.22/39

Replacing: ~~Original~~ Sheet No. ~~1-3.~~22~~/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

Company informed of anticipated significant changes in the size and character of such load requirements.

3.15. USE

3.15.1. All gas delivered to customer under the Agreement shall be for customer's own use and shall not be resold.

3.16. NON-SYSTEM SUPPLY: TERMS AND CONDITIONS

3.16.1. Customer transactions operating under the SSO described in Part 3.1.3. of this rate schedule shall be governed by Company's other generally applicable rates and policies. The operating terms and conditions of service provided hereinafter, in addition to the Company's other generally applicable rates and policies not consistent therewith, shall apply to customer transactions under the TSO of this rate schedule.

3.17. NOTICES

3.17.1. Notices, requests, demands, statements, or bills provided for under this rate schedule and the Agreement (other than those related to nomination, scheduling and other operational issues having immediate operational consequence and requiring shorter notice that either Company or customer may desire to give the other, as provided for under Part 3.32.1.) shall be in writing and if delivered shall be considered as duly delivered when mailed by registered or certified mail to the post office address of Company or customer as indicated in the Agreement, or at such other address as either shall designate by formal written notice to the other. Routine, non-operational communications, including monthly statements and payments if received, shall be considered as duly delivered when mailed by either registered, certified or ordinary mail or when provided electronically.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.23/39

Replacing: ~~Original~~ Sheet No. ~~1-3.~~23~~/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017(to be determined)T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

3.18. RECEIPT OF GAS FOR TRANSPORT

3.18.1. The customer must tender the gas for transportation hereunder at a mutually agreeable point or points as specified in the Agreement at whatever pressure is necessary to effect deliveries of the gas against the fluctuating working pressures maintained in Company's system at that point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales to Company's customers.

3.18.2. Company will be responsible for installing and operating the necessary tap and measurement facilities at each point of receipt to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by customer, upon Company's request, customer shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

3.19. DELIVERY OF GAS BY COMPANY AFTER TRANSPORTATION

3.19.1. Except as may be otherwise specified elsewhere herein, the gas shall be tendered for delivery after transportation at the working pressures maintained from time to time by the delivering party at the designated point of delivery as specified in the Agreement from time to time. It is recognized that the gas delivered to customer after transportation will not be the same gas that Company received for transportation, but that the gas delivered after transportation will meet the quality specifications applicable to gas that Company sells on its system from its general system supply. Company will use its best efforts consistent with the prudent operation of its system to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then customer shall notify Company

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.24/39

Replacing: ~~Original~~ Sheet No. ~~1-3.~~24~~/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

of such deficiency and thereupon may, at customer's option, refuse to accept delivery pending correction by Company.

3.19.2. The point where responsibility for the gas shall pass to customer after transportation shall be at the outlet of the delivery facilities at the designated point of delivery. Customer shall provide reasonable access to the premises at the point of delivery for any purpose connected with this service.

3.19.3. Company shall install, operate and maintain whatever facilities are necessary to deliver the gas at the point or points of delivery hereunder and shall indemnify customer and hold it harmless from and against any and all claims, actions, suits, damages, liabilities, penalties, costs and expenses arising out of use, possession or presence of the gas before it passes the point of delivery. If Company agrees to provide new or additional facilities to perform services requested by customer, upon Company's request, customer shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

3.19.4. Customer shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize the gas at and beyond the point of delivery hereunder, and shall indemnify Company and hold it harmless from and against any and all claims, actions, suits, damages, liabilities, penalties, costs and expenses arising out of the use, possession, or presence of the gas at and after it passes the point of delivery.

3.19.5. If the services of one or more other transporters are necessary for Company to provide the service herein contemplated, Company's obligations hereunder shall be subject to the availability of such services by others on continuing terms and conditions acceptable to Company, and in such event, customer agrees that Company may act as agent for customer in arranging for such services, including execution of the necessary agreements therefore and administering same, and arranging and confirming capacity release

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.25/39

Replacing: ~~Original~~ Sheet No. ~~1-3.25/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

transactions necessary to facilitate the transaction, provided that, unless otherwise provided elsewhere, any costs and/or charges or penalties associated with such services by a third party to the point of delivery hereunder shall be borne by customer.

3.20. SCHEDULING AND NOMINATIONS

3.20.1. Nominations for gas flow shall be submitted by customer to Company no later than 10:00 a.m. Central Standard Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by customer to Company no later than 10:00 a.m. Central Standard Time the last business day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and customer may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries and projected deliveries for the Service Month; or (B) higher than the MDWQ or MDSQ in the applicable season; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by the Company, that nomination will remain in effect through the end of the month or until changed by the customer. Company shall confirm nominated volume to Pipeline.

3.20.2. Company will require customer to comply with the scheduling and nominating procedures as set forth in customer's upstream pipeline supplier's transportation tariffs as on file with and approved by the Federal Energy Regulatory Commission. Customer shall be liable for and shall

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.26/39

Replacing: ~~Original~~ Sheet No. ~~1-3.~~26/~~38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

compensate Company for any costs imposed upon Company as a result of customer's scheduling and nomination deviations or non-compliance.

3.21. BALANCING

3.21.1. General Intent: These balancing provisions are in recognition of the fact that Company's upstream transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply.

3.21.1.A. SSO transactions are allocated costs associated with the Company's upstream transportation, storage and no-notice service capacity. Therefore, SSO transactions have defined relative rights to those upstream services.

3.21.1.B. TSO transactions are not allocated any costs associated with the Company's upstream transportation, storage and no-notice services or associated capacity. Therefore, TSO transactions carry no explicit or implicit right to make use of the Company's upstream services or associated capacity.

3.21.2. [Reserved.]

3.21.3. [Reserved.]

3.21.4. Company shall make available electronically daily imbalance information which shall notify customer of any imbalance under an Agreement in the current Service Month, based on the best information then available to Company, including, but not limited to data such as nominations, allocations, electronic measurement data, and meter observations. The provision of such information shall not relieve customer of its obligations under this tariff to avoid, correct or eliminate actual imbalances.

3.21.5. Customers shall make a good faith effort to: (i) conform their takes each day at delivery points with their deliveries to Company at receipt points on

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.27/39

Replacing: ~~Original~~ Sheet No. ~~1-3.27/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

the same day and thereby minimize imbalances; and (ii) to correct any such imbalances as soon as practical. Company shall monitor the accumulation of daily imbalances by customer and shall have the right to take corrective action pursuant to this tariff, as required, to eliminate customer encroachment upon upstream transportation, storage, or no-notice service capacity held by Company for general system supply.

3.21.5.A. A Critical Period Event may be called for operational purposes relating to a physical event causing or threatening a system failure and/or existence of an Operational Flow Order ("OFO") on the upstream pipeline. Additionally, the Company's declaration of a Critical Period Event will be location-specific, when possible, and the Company is not required to apply the Critical Period Event where corrective action would not be curative of the critical situation. A Critical Period Event declared for economic purposes shall be applicable only to customers with an annual average customer delivery of 100 MMBtu or less. Critical Period Events declared for economic purposes may be declared only on days when the *Gas Daily* price differs by more than $.50 per MMBtu from the *Inside FERC* Enable-East First-of-the-Month Index. The Company shall notify affected customers verbally of the critical situation and customers shall have a minimum of twenty-four (24) hours to bring receipts and deliveries into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to customer of critical situation, customer has not balanced receipts and deliveries, Company shall have the right to balance deliveries and receipts. Company shall not be obligated to redeliver a greater volume of gas to the point of delivery than it

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.28/39

Replacing: ~~Original~~ Sheet No. ~~1-3.28/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

received at the point of receipt for customer's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the critical situation no longer exists. An imbalance that occurs during such critical situation, after the expiration of the notice period, may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the "Critical Period Price."

(i) The Critical Period Price shall be the applicable regional posting for the upstream pipeline expressed in ($/MMBtu) for the day of delivery as found in the publication *Gas Daily* under the heading "Daily Price Survey" and under the subheading "Midpoint." If *Gas Daily* fails to publish this information for the upstream pipeline for the day of delivery, then the Critical Period Price shall be based upon the same information published by *Gas Daily* in regard to Henry Hub for the day of delivery, adjusted to reflect the variance between the most recently published monthly indices for the applicable upstream pipeline and Henry Hub.

(ii) If, on any day during a critical situation, after the expiration of the notice period, customer delivers to Company volumes of gas that are greater than customer's gas requirements at the point of delivery then Company can purchase such over-delivered volumes at the point of delivery from customer at the following rates per MMBtu. The first 6% of over-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 6% will be

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.29/39

Replacing: ~~Original~~ Sheet No. ~~1-3.~~29/~~38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

cashed out at a rate equal to 50% of the Critical Period Price.

(iii) If, on any day during a critical situation, after the expiration of the notice period, customer delivers to Company volumes of gas that are less than customer's gas requirements at the point of delivery, then Company may require customer to purchase such deficiency at the point of delivery from Company at the following rates per MMBtu. The first 6% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 6% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

(iv) Any Critical Period imbalance incurred of 10 MMBtu or less shall not be subject to Critical Period cash-out pricing. Such imbalances will be deferred until the end of the month, and will be cashed out in accordance with the terms of Part 3.21.8.

(v) Company shall make a reasonable effort to provide 24 hours' notice of the issuance of a CPE. Upon issuance of notice of a CPE, Company will allow shipper to submit revised nominations to the extent permitted by the upstream pipeline declaring an OFO, in an attempt to minimize imbalance activity on the Company's system. During any CPE, Company shall remain obligated to deliver all natural gas supplies that it receives on behalf of each individual shipper.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.30/39

Replacing: ~~Original~~ Sheet No. ~~1-3.30/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

3.21.5.B. For any multi-day period measured from the beginning of the first day of the Month where a cumulative imbalance is equal to or greater than 6% of the projected deliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The "cash-out" price applicable to such intra-month cash-out transactions for cash out quantities that are 3% or less of deliveries shall be equal to 75% of the Critical Period Price for cash-out purchases by Company from customer and 125% of Critical Period Price for cash-out purchases required of customer from Company. The "cash-out" price applicable to such intra-month cash-out transactions for cash out quantities that are in excess of 3% of deliveries shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from customer and 150% of Critical Period Price for cash-out purchases required of customer from Company. The Company shall give a two-day warning before penalties are imposed.

3.21.6. Company shall not be obligated under any circumstances: (i) to deliver more gas to customer during any given day or month than it shall have received for the account of customer during said period; or (ii) to receive or deliver during any given Day a total quantity of gas in excess of the MDWQ.

3.21.7. Customer will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.31/39

Replacing: ~~Original~~ Sheet No. ~~1-3.31/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

of customer, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve customer of its obligations under this rate schedule or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

3.21.8. At the end of each Service Month, remaining customer Imbalances to the extent the receipts do not equal deliveries under customer's Agreement shall be cashed out. To the extent customer owes natural gas volumes to Company (deliveries exceeded receipts) customer will purchase said volumes at the applicable cash-out price described below. To the extent Company owes natural gas volumes to customer (receipts exceeded deliveries), Company will purchase said volumes at the applicable cash-out price described below.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.32/39

Replacing: ~~Original~~ Sheet No. ~~1-3.32/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017(to be determined)T~~

Imbalance Level	Overage The Company Pays Customer	Underage Customer Pays the Company
From 0% to 5%	100%	100%
From 5% to 10%	80%	120%
From 10% to 15%	70%	130%
From 15% to 20%	60%	140%
Greater than 20%	50%	150%

Overages in all tiers will be priced, using the applicable percentage, at the lesser of: *Inside FERC* Enable-East First-of-the-Month Index or the Company's Commodity Cost component. Underages in all tiers will be priced, using the applicable percentage, at the greater of: *Inside FERC* Enable-East First-of-the-Month Index or the Company's Commodity Cost component under the Gas Supply Rate Rider.

3.21.9. The imbalances incurred due to customers' reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range for the determination of the applicable cash-out price.

3.22. PREDETERMINED ALLOCATION

3.22.1. Should customer elect service under this rate schedule under more than one of the two supply options, such that gas delivered by Company at any single delivery point will involve supply under more than one of the

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.33/39

Replacing: ~~Original~~ Sheet No. ~~1-3.~~33/~~38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

two options, Company and customer shall enter into a Predetermined Allocation Agreement ("PDA") in the form appended to this rate schedule. This PDA will establish the allocation of deliveries, which can be relied upon by either party in the conduct and performance under the Agreement. The method of allocation can be: (i) ranked (order through the meter); (ii) pro rata; (iii) fixed percentage; (iv) swing; or (v) any other method to which both Company and customer agree. Each PDA shall be effective for at least one Service Month and shall remain in effect until superseded by a new PDA.

3.23. POOLING SERVICE

3.23.1 The Company shall make Pooling Service available to any party (hereinafter referred to as Pool Manager) that requests Pooling Service from Company when:

(a) Company has received, reviewed and accepted a credit application from Pool Manager, and Pool Manager has been deemed creditworthy.

(b) Company and Pool Manager have executed a Pooling Service Agreement in the form acceptable to Company.

(c) Pool Manager has submitted formal documentation of agency for customers subject to aggregation under this service.

(d) Pool Manager complies with all applicable provisions of this rate schedule.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.34/39

Replacing: ~~Original~~ Sheet No. ~~1-3.~~34~~/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

Pooling service shall be available subject to capacity constraints and operational conditions. Company reserves the right to require the Pool Manager to deliver supply adequate to meet the requirements of the customers served by the Pool Manager.

3.23.2. Pooling shall consist of the aggregation of the Receipt Point(s) available to customers subject to the Pooling Service Agreement and deliveries made at Delivery Point(s) delivered subject to the Pooling Service Agreement. The Pool Manager, having documented agency authority, shall submit nominations and allocation information for all customers subject to the Pooling Service Agreement, to Company, in accordance with Part 3.20.

Company shall not have any liability to a Pool Manager or customer as a result of Company's reliance on the performance of Pool Manager.

3.23.3. Pooling Managers shall make Pooling Service available for all customers for which Pooling Manager provides supply services on the Company's system.

3.23.4. Imbalances in a Pool will be calculated by determining the difference between total aggregated receipts into the Pool and the total deliveries allocated out of the Pool to end users. Imbalance tolerances outlined in Part 3.21.5.A., 3.21.5.B. and 3.21.8. shall apply to the aggregated imbalance total, unless and until Pooling rights are interrupted for a specified period.

3.23.5. Imbalances incurred subject to Parts 3.21.5.A., 3.21.5.B. and 3.21.8. will be billed as specified in the Pooling Service Agreement. In the event that the Pool Manager fails to pay invoices, customer will remain liable for payment of all charges, as acknowledged in the Pooling Service Agreement.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.35/39

Replacing: ~~Original~~ Sheet No. ~~1-3.~~35/~~38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

Should Pool Manager fail to pay invoices calculated at the aggregated level, upon default to the individual customer invoice, the invoice shall be recalculated at the individual customer level, without benefit of the aggregated tolerance.

3.23.6. Pooling Service Agreements and Agency Agreements, and changes thereto, shall become effective on the first day of the month provided that the Company receives such Agreements, or changes thereto, at least five (5) business days before the first day of the month.

3.24. WARRANTY OF TITLE

3.24.1. Customer shall have title to and shall warrant its title to all gas delivered to Company under the TSO of this rate schedule, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Customer shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Customer shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. Customers entering into Agreements as specified in Part 3.1.1. shall have the right to deliver volume for redelivery, available exclusively for customers' own use. Such delivery rights shall not be resold to or shared with third parties.

3.25. ASSIGNMENT

3.25.1. Customer shall not assign the Agreement in whole or in part, nor shall customer agree to provide services to others by use of any capacity contracted for under the Agreement, without Company's prior written consent. In addition to all other rights and remedies, Company may terminate the Agreement immediately if it is assigned by customer or if customer subcontracts its transportation capacity to others without such

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.36/39

Replacing: ~~Original~~ Sheet No. ~~1-3.36/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017(to be determined)~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

prior consent, whether the assignment be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

3.26. TRANSPORTATION REGULATIONS

3.26.1. With regard to all aspects of the transportation service, it is recognized that Company operates a local distribution system, and, accordingly, all provisions hereof having to do with transportation of gas and the charge therefore, including Company's obligation to transport gas at all, are subject and subordinate to the provisions of any certificates and rate schedules issued by or filed with the Commission or successor authority, as well as any and all local, state and federal laws, orders, rules and regulations, to the extent applicable to the transportation of gas by Company, as contemplated hereby. To the extent that any local, state or federal authorization and/or approval is required to provide such transportation service, Company will proceed with due diligence to seek to obtain same as and when necessary in such manner as Company considers to be appropriate, provided that due diligence will not obligate Company to accept conditions or rates otherwise unacceptable to Company.

3.27. UNACCEPTABLE QUANTITIES

3.27.1. Company shall have the right to refuse at any time, and from time to time, to receive at any receipt point or to deliver at any delivery point a quantity of gas that Company determines, in its reasonable judgment, to be unduly burdensome from an operating or administrative standpoint.

3.28. LIMITATION OF LIABILITY

3.28.1. In no event shall Company be liable (in contract or in tort, including actions based on claims of negligence) to customer or any other claimant for special, indirect, incidental, or consequential damages, including, but not

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.37/39

Replacing: ~~Original~~ Sheet No. ~~1-3.37/38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017(to be determined)~~

limited to, lost profits and any part of the expense incurred in securing alternative services which exceeds the amount customer would have paid hereunder, resulting from Company's performance, nonperformance or delay in performing its obligations hereunder.

3.29. FACILITIES POLICY

3.29.1. Section VII of the Standard Service Rules and Regulations shall govern when gas is connected to a new facility.

3.30. SALES SERVICE

3.30.1. Company shall only be obligated to provide sales service to customer if and to the extent it is purchased and contracted for by customer pursuant to one of Company's filed rate schedules. In those circumstances in which customer elects to purchase sales service offered by Company during periods of full or partial interruption of transportation service by customer's upstream pipeline transporter, customer shall pay Company the total applicable cost of providing such emergency sales service.

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.38/39

Replacing: ~~Original~~ Sheet No. ~~1-3.~~38/~~38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

3.31. OPERATIONAL NOTICES AND COMMUNICATIONS

3.31.1. Company shall make available scheduling personnel on a twenty-four (24) hour basis. Customer shall provide, and update as necessary, the name, address, and telephone number of an operational contact person or persons who will be available on a twenty-four (24) hour basis to receive or provide communications involving receipts, deliveries, curtailment and for any other purposes relating to customer's service under this rate schedule. Company shall be entitled to rely on such contact person's actions and communications for all purposes and shall have no liability for doing so, and if customer fails to designate such person or such person is unavailable to Company at any time, customer may be liable and shall indemnify and hold Company harmless from and against losses, damages and other expenses which Company or any other person may suffer or for which Company may be liable which are attributable to such failure or unavailability.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3.39/39

Replacing: ~~Original~~ Sheet No. ~~1-3.~~39/~~38~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I - Rate Schedule No. 3

Title: LARGE COMMERCIAL FIRM SERVICE (LCS-1) Effective: ~~September 1, 2017~~(to be determined)~~T~~

3.32. APPENDICES

3.32.1. The following appendices shall apply to both large commercial and small commercial customers under the TSO. For small commercial customers, references to the "LCS" rate schedule shall be changed to the SCS rate schedule where appropriate.

Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1
Formatted: Font color: Text 1

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.1/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.2/27~~

~~CenterPoint Energy Resources Corp.~~
Summit Utilities Arkansas, Inc.~~d/b/a CenterPoint Energy Arkansas Gas~~
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT
(System Supply Option)

THIS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by and between

~~CenterPoint Energy Resources Corp.~~Summit Utilities Arkansas, Inc.
~~d/b/a CenterPoint Energy Arkansas Gas~~

hereinafter referred to as "Company," and

_____,
a _____ corporation,

hereinafter referred to as "Customer,"

WITNESSETH THAT:

WHEREAS, Company is a local distribution company; and

WHEREAS, Customer owns or operates a facility and has requested natural gas service under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1");

NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.2/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.2/27~~

~~CenterPoint Energy Resources Corp.~~
Summit Utilities Arkansas, Inc.~~d/b/a CenterPoint Energy Arkansas Gas~~
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

ARTICLE I
SUPPLY OPTION

Section 1.1 – Customer has selected the System Supply Option ("SSO") under LCS-1 pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company for the term of this Agreement.

ARTICLE II
TERM

Section 2.1 – This Agreement shall remain in force for a primary term beginning _____ and ending _____, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days' written notice prior to the end of the primary or any succeeding term.

ARTICLE III
POINT OF DELIVERY

Section 3.1 – Company shall deliver gas to Customer at the outlet of Company's facilities at the Point(s) of Delivery designated on Exhibit "A" hereto.

ARTICLE IV
QUANTITIES

Section 4.1 – As used herein, the following terms shall have the following meanings:

Maximum Daily Winter Quantity ("MDWQ") shall mean the total maximum MMBtu which Company shall be obligated to deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.3/28~~–~~

Replacing: ~~Original~~ Sheet No. ~~1-3A.~~3~~/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

Maximum Hourly Quantity ("MHQ") shall mean the maximum MMBtu Company is obligated to deliver or receive in any single hour.

Average Daily Volume shall be calculated by dividing the annual volume by 365.

Section 4.2 – The Maximum Daily Winter Quantity ("MDWQ"), the Maximum Hourly Quantity ("MHQ") and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit "A" hereto.

Section 4.3 – The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.

ARTICLE V
RATES

Section 5.1 – Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, as on file and in effect from time to time.

Section 5.2 - The capacity demand ("CD") shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI
MISCELLANEOUS

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.4/28~~–~~

Replacing: ~~Original~~ Sheet No. ~~1-3A.4~~/27

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

Section 6.1 – Customer represents that it qualifies for service under LCS-1.

Section 6.2 – Customer agrees to certify, document and update in writing annually prior to October 1 its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements.

Section 6.3 – Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 – Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.

Section 6.5 – Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter.

Customer will be subject to meter reading fees for an inoperable phone line for each meter.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.5/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.5/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 3: Customer elects wireless service through ~~CenterPoint Energy Arkansas Gas~~ Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

( ) Option 4: Customer elects wireless service through ~~CenterPoint Energy Arkansas Gas~~ Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

Under any option chosen above, customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

COMPANY:

Incorporated Cities of Texarkana, Nash, Redwater and Wake Village, Texas

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.6/28

Replacing: ~~Original~~ Sheet No.~~1-3A.6/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

~~CENTERPOINT ENERGY RESOURCES CORP.~~Summit Utilities Arkansas, Inc.

~~d/b/a CenterPoint Energy Arkansas Gas~~

By:_____
[Name]
[Title]

CUSTOMER:

_____

By:_____
[Name]
[Title]
[Address]

Incorporated Cities of Texarkana, Nash, Redwater and Wake Village, Texas

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.7/28~~.~~

Replacing: ~~Original~~ _____Sheet No.~~1-3A.~~7~~/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~(to be determined)~~TBD~~

EXHIBIT A
TO
LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT
(SYSTEM SUPPLY OPTION)

DELIVERY POINTS

Address:_____
CA#_____

Delivery Point(s)

For the account of
Customer at Customer's
Facility located at
_____,
_____, Texas _____

QUANTITIES

Maximum Daily Winter Quantity ("MDWQ") _____ MMBtu

Maximum Hourly Quantity ("MHQ") _____MMBtu

Average Daily Volume _____MMBtu

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.8/28~~.~~

Replacing: ~~Original~~ Sheet No.~~1-3A.~~8~~/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~(to be determined)~~TBD~~

LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT
(Transportation Supply Option)

THIS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by and between

~~CenterPoint Energy Resources Corp~~Summit Utilities Arkansas, Inc.~~.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~

hereinafter referred to as "Company," and

_____,
a _____ corporation,

hereinafter referred to as "Customer,"

WITNESSETH THAT:

WHEREAS, Company is a local distribution company; and

WHEREAS, Customer owns or operates a facility and has requested natural gas service under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1" or qualified "SCS-1,SCS-2 or SCS-3");

NOW THEREFORE, Company agrees to provide the services to Customer as hereinafter set forth and Customer agrees to pay for such services and comply with the provisions hereof, on the following terms and conditions:

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.9/28~~—~~

Replacing: ~~Original~~ Sheet No.~~1-3A.9/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

ARTICLE I
SUPPLY OPTION

Section 1.1 – Customer has selected the Transportation Supply Option ("TSO") under LCS-1 pursuant to which Customer will be delivered natural gas supply received for Customer's account at points of receipt on Company's distribution facilities for the term of this Agreement. If Customer later desires to convert to the Sales Supply Option ("SSO"), pursuant to which Customer will be delivered natural gas supply designated as general system supply of Company, Customer will be required to contract for such service between the months of February through April preceding the expiration of the primary or any succeeding term of this Agreement. Subject to this requirement, Customer will be allowed to convert to the SSO provided that the Company is able to secure firm upstream capacity and other upstream pipeline services sufficient to meet Customer's needs. Any such conversion will be effective upon the expiration of the term of this Agreement, unless the Company and the Customer agree otherwise.

Section 1.2 – If volume usage of meters at business facilities under Customer's common ownership and subject to other commercial rate schedules are aggregated for the sole purpose of qualifying for the TSO under LCS-1, then each individual account shall be treated as a separate account and shall be subject to the same rates and charges under the originating commercial rate schedule(s), in addition to any additional specific rates, charges or adjustment riders peculiar to the TSO under this rate schedule, such as, but not limited to, administrative fees.

ARTICLE II
TERM

Section 2.1 – This Agreement shall remain in force for a primary term beginning _____ and ending _____, and from year to year thereafter unless terminated by either party by a minimum of sixty (60) days' written notice prior to the end of the primary or any succeeding term.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.10/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.10/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

ARTICLE III
POINTS OF RECEIPT AND DELIVERY

Section 3.1 – Company shall receive gas from Customer at the Point(s) of Receipt designated on Exhibit "A" hereto and Company shall deliver gas to Customer at the outlet of Company's facilities at the Point(s) of Delivery designated on Exhibit "A" hereto.

ARTICLE IV
QUANTITIES

Section 4.1 - As used herein, the following terms shall have the following meanings:

Maximum Daily Winter Quantity ("MDWQ") shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of Customer during the period November through March of each year.

Maximum Hourly Quantity ("MHQ") shall mean the maximum MMBtu Company is obligated to receive or deliver in any single hour.

Average Daily Volume shall be calculated by dividing the annual volume by 365.

Section 4.2 – The Maximum Daily Winter Quantity ("MDWQ"), the Maximum Hourly Quantity ("MHQ") and the Average Daily Volume applicable to services rendered under this Agreement are set forth on Exhibit "A" hereto.

Section 4.3 – The MDWQ and Average Daily Volume may be adjusted pursuant to the provisions of Part 3.2.4. of LCS-1.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.11/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.11~~/27

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

Section 4.4 – Company shall not be obligated under any circumstances: (i) to deliver more gas to Customer during any given day or month than it shall have received for the account of Customer during said period; or (ii) to receive or deliver during any given Day a total quantity of gas in excess of the MDWQ or Average Daily Volume as applicable.

ARTICLE V
RATES

Section 5.1 – Customer shall pay to Company each month for all services rendered hereunder the charges, fees, surcharges, taxes, penalties, balancing charges, adjustments and assessments provided for in LCS-1 and associated riders, or SCS-1, SCS-2 or SCS-3 and associated riders if subject to the aggregation provision in Part 3.1.2., as on file and in effect from time to time.

Section 5.2 – The capacity demand ("CD") shall be the billing determinant for distribution demand charges and gas supply demand charges. Each individually metered point of delivery shall have a CD equal to the higher of (i) the MDWQ, subject to the maximum quantities provision in LCS-1; (ii) the Average Daily Volume.

ARTICLE VI
MISCELLANEOUS

Section 6.1 – Customer represents that it qualifies for service under LCS-1 or qualified SCS-1, SCS-2 or SCS-3.

Section 6.2 – Customer agrees to certify and document in writing its human needs requirements and other requirements necessary for the preservation of life, health or physical property, and any material change to the level of said requirements prior to the start of service. The Customer shall update the Company in writing when its human needs requirements change.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.12/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.12/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

If Customer has human needs requirements, then Customer provides the following certifications and authorizations by choosing Scenario A or B below:

( ) Scenario A.

- Customer certifies that the _____ facility located at _____, _____, has human needs usage requirements of _____ MMBtu per day and that Customer has purchased and will continue to maintain the corresponding level of firm upstream pipeline capacity and upstream gas supply for the entire time period of November 1st through March 31st each year.

- Customer authorizes the Company to obtain the firm pipeline capacity information directly from the applicable upstream pipeline to ensure both the requisite level of capacity and that it is firm primary delivery point capacity at the appropriate location required to serve the facility.

- Customer furthermore certifies that it will maintain such firm primary delivery point capacity for each day of the November 1st through March 31st time period. If these certified arrangements should not be accurate, however, or if Customer's upstream pipeline capacity or upstream gas supply become insufficient for any reason, Customer is authorized by the Board of Directors or equivalent governing body to fully release ~~CenterPoint Energy Arkansas Gas and CenterPoint Energy Resources Corp.~~Summit Utilities Arkansas, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnifies ~~CenterPoint Energy Arkansas Gas and CenterPoint Energy Resources Corp.~~Summit Utilities Arkansas, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.13/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.13~~/27

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

- In the event of any change in circumstances pertaining to Customer's upstream pipeline and upstream gas supply arrangements, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Company's Gas Flow Information Center at the following address:

Summit Utilities Arkansas, Inc.~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~
Gas ~~Flow Information Center~~ Supply Department
~~525 Milam Street, Room 207~~115 North 12th Street
~~Shreveport~~Fort Smith, ~~Louisiana~~ Arkansas ~~71101~~72902-2414
E-Mail~~Telephone No.~~: ~~1-800-254-4342~~transportationservices@summitutilities.com~~TBD~~
~~Facsimile No.: 1-318-429-3986~~

Formatted: Font color: Text 1

( ) Scenario B.

- Customer certifies that the _____ facility located at _____, _____ has on hand a fully functioning _____ back-up energy system (Describe type of back-up system) that can replace natural gas as the energy source for all of the facility's human needs usage requirements. This back-up system is also capable of being a continuing and sustaining source of energy for all of the facility's human needs usage requirements. Accordingly, on behalf of the Board of Directors or equivalent governing body, Customer hereby certifies it does require firm pipeline capacity and natural gas supplies to meet its facility's human needs usage requirements.

- Customer recognize that if all or any portion of its natural gas supply fails to reach the appropriate ~~CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc. delivery point, its natural gas service may be interrupted or curtailed.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.14/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.14~~/27

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

- Customer acknowledges that the Company's sole responsibility to it is to redeliver to Customer's facilities such gas supplies as Customer or its agents physically deliver to the Company's city gate, subject to the curtailment priority schedule (Standard Service Rules and Regulations, Order of Curtailment),which will not categorize our facility as a human needs customer. In acknowledgement of these facts, should all or any portion of Customer's natural gas supplies fail to reach the appropriate Company city-gate delivery point, Customer is authorized by the Board of Directors or equivalent governing body to fully release ~~CenterPoint Energy Arkansas Gas and CenterPoint Energy Resources Corp.~~ Summit Utilities Arkansas, Inc. from any and all claims, lawsuits, damages, costs, expenses, causes of action, and any and all liability associated with the interruption, curtailment, failure or suspension of natural gas service for any period of time. Customer further indemnify ~~CenterPoint Energy Arkansas Gas and CenterPoint Energy Resources Corp.~~ Summit Utilities Arkansas, Inc. from any and all claims, causes of action, lawsuits, damages, costs, expenses, and similar liability that might be asserted by third parties as a result of the interruption, curtailment, failure or suspension of natural gas service for any period of time.

- In the event of any change in circumstances pertaining to our facility's energy backup system, Customer agrees to immediately notify the appropriate person at the Company by sending a certified letter to the Company's Gas Flow Information Center at the following address:

Summit Utilities Arkansas, Inc.
Gas Supply Department
115 North 12th Street
Fort Smith, Arkansas 72902-2414
E-Mail: transportationservices@summitutilities.com~~TBD~~
~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~

Formatted: Font color: Text 1

Incorporated Cities of Texarkana, Nash, Redwater and Wake Village, Texas

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.15/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.~~15/~~27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

~~Gas Flow Information Center~~
~~525 Milam Street, Room 207~~
~~Shreveport, Louisiana 71101~~
~~Telephone No.: 1-800-254-4342~~
~~Facsimile No.: 1-318-429-3986~~

Section 6.3 - Customer agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Customer may protest or contest any such charges or modifications.

Section 6.4 - Service hereunder shall be in accordance with and subject to, and both parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.

Section 6.5 - Customer agrees that, to the extent not already satisfied, Customer shall pay Company for the installation of appropriate telemetering equipment to be installed and owned by Company under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 3: Customer elects wireless service through ~~CenterPoint Energy Arkansas Gas~~ Summit Utilities Arkansas, Inc. for each meter and agrees to pay for

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.16/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.16/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

( ) Option 4: Customer elects wireless service through ~~CenterPoint Energy Arkansas Gas~~ Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

Under any option chosen above, Customer shall comply with all necessary and appropriate procedures, as required by Company, pertaining to the installation, reading, monitoring, testing, repair and maintenance of all telemetering and associated equipment.

Section 6.7 – This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any proceeding related to any cause of action of any nature arising in this contract may be brought only before the appropriate forum in Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.17/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.~~17~~/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

COMPANY:

~~CENTERPOINT ENERGY RESOURCES CORP.~~Summit Utilities Arkansas, Inc.

~~d/b/a CenterPoint Energy Arkansas Gas~~

By:_____
[Name]
[Title]

CUSTOMER:

_____

By:_____
[Name]
[Title]
[Address]

EXHIBIT A
TO
LARGE VOLUME COMMERCIAL CUSTOMER AGREEMENT
(TRANSPORTATION SUPPLY OPTION)

RECEIPT AND DELIVERY POINTS

Address:_____
CA#_____

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.18/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.18~~/27

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

Receipt Points

The gas will be received for Customer's account at the point(s) where the _____ (Upstream Pipeline) is interconnected with the distribution facilities of ~~CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc. at or near _____,Texas.

Delivery Point(s)
For the account of
Customer at Customer's
Facility located at
_____,
_____, Texas_____

QUANTITIES

Maximum Daily Winter Quantity ("MDWQ") _____ MMBtu

Maximum Hourly Quantity ("MHQ") _____ MMBtu

Average Daily Volume _____ MMBtu

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.19/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.~~19~~/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

PREDETERMINED ALLOCATION AGREEMENT

THIS AGREEMENT is made and entered into by ~~CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Arkansas Gas~~ Summit Utilities Arkansas, Inc. ("Company") and _____ ("Customer") effective _____.

WHEREAS, Company and Customer are parties to Large Commercial Service Agreements (the "Agreements") entered pursuant to Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1"); and

WHEREAS, the Agreements select more than one of the two supply options offered under Part 3.1.3. of LCS-1; and

WHEREAS, the parties wish to enter this Predetermined Allocation Agreement.

NOW, THEREFORE, pursuant to Part 3.22. of LCS-1, Company and Customer hereby agree as follows:

1. In the event gas received by Company at any single delivery point involves supply under more than one of the two supply options offered under LCS-1, then such deliveries shall be allocated to each service option in the following manner:

[Describe allocation method]

2. [other provisions]

3. This Agreement shall be effective for at least one Service Month, and shall remain in effect until superceded by a new Predetermined Allocation Agreement.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.20/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.20/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

4. This Predetermined Allocation Agreement is subject to all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which provisions are incorporated herein by reference.

Company:

~~CENTERPOINT ENERGY RESOURCES CORP~~Summit Utilities Arkansas, Inc.
~~d/b/a CenterPoint Energy Arkansas Gas~~

By:_____
Title

Customer:
_____

By:_____
Title

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.21/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.21/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

POOLING SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by and between

~~CenterPoint Energy Resources Corp.~~Summit Utilities Arkansas, Inc.
~~d/b/a CenterPoint Energy Arkansas Gas~~

hereinafter referred to as "Company," and

_____,
a _____ corporation,

hereinafter referred to as "Pool Manager,"

WITNESSETH THAT:

WHEREAS, Company is a local distribution company; and

WHEREAS, Pool Manager has entered into agency agreements with the entities identified on Exhibit A hereto, as the same may be revised from time to time during the term of this Agreement, (hereinafter referred to collectively as "Customers") who Pool Manager represents have entered into Large Volume Commercial Customer Agreements, Transportation Supply Option, under Company's Rate Schedule No. 3, Large Commercial Firm Service (hereinafter referred to as "LCS-1"); and

WHEREAS, pursuant to the agency agreements between Pool Manager and Customers, Pool Manager is authorized to act on behalf of Customer's in all respects, including the submission of nominations and allocation information in accordance with LCS-1; and

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.22/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.22/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

WHEREAS, Pool Manager and Customers desire to avail themselves of the Pooling Service offered by Company pursuant to Part 3.23. of LCS-1.

NOW THEREFORE, Company and Pool Manager, acting individually, and as agent for Customers, agree as follows:

ARTICLE I
NOMINATIONS AND ALLOCATIONS

Section 1.1 – Pool Manager agrees to submit to Company on behalf of Customers all nominations and allocation information required pursuant to LCS-1.

ARTICLE II
IMBALANCES

Section 2.1 – Imbalances between receipts and deliveries among the Customers subject to this Agreement will be calculated by determining the difference between the total aggregated deliveries by the Customers to Company at receipt points and the total aggregated deliveries received by the Customers at delivery points.

Section 2.2 – The imbalance tolerance set forth in Parts 3.21.5. and 3.21.8. shall apply to the aggregated imbalance total, unless and until pooling rights are interrupted by Company for a specified period.

ARTICLE III
PAYMENTS

Section 3.1 – Payments due Company for Customers' imbalances arising under LCS-1 shall be paid by Pool Manager.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.23/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.23~~/27

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

Section 3.2 – In the event Pool Manager should fail to timely pay the imbalances set forth in Section 3.1 of this Agreement, then Company shall redetermine the imbalance payments due by each Customer, which redetermination shall be made without benefit of the aggregated tolerances, and each Customer shall pay the said redetermined imbalance payment.

ARTICLE IV
TERM

Section 4.1 – This Agreement shall be effective _____ and, shall continue from month to month thereafter until terminated by either party upon written notice delivered at least five (5) days prior to the beginning of a month.

ARTICLE V
MISCELLANEOUS

Section 5.1 – Pool Manager represents that it is authorized to act on behalf of Customers with respect to the service rendered hereunder.

Section 5.2 – Pool Manager agrees that Company shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, in accordance with applicable law. Company agrees that Pool Manager may protest or contest any such charges or modifications.

Section 5.3 – Service hereunder shall be in accordance with and subject to, and the parties agree to be bound by, all applicable terms and conditions set forth in LCS-1, as in effect from time to time, which terms and conditions are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

Incorporated Cities of Texarkana, Nash, Redwater and Wake Village, Texas

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.24/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.24~~/27

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~TBD(to be determined)

COMPANY:

~~CENTERPOINT ENERGY RESOURCES~~
~~CORP.~~Summit Utilities Arkansas, Inc.
~~d/b/a CenterPoint Energy Arkansas Gas~~

By:_____
[Name]
[Title]

POOL MANAGER,
INDIVIDUALLY AND AS AGENT
FOR CUSTOMERS

_____

By:_____
[Name]
[Title]
[Address]

Incorporated Cities of Texarkana, Nash, Redwater and Wake Village, Texas

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.25/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.25/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

AGENCY AGREEMENT
~~CENTERPOINT ENERGY RESOURCES CORP.~~SUMMIT UTILITIES ARKANSAS, INC.
~~D/B/A CENTERPOINT ENERGY ARKANSAS GAS~~

[Customer]
_____
_____
_____

[Agent]
_____
_____
_____

RE: Large Volume Commercial Customer Agreement (Transportation Supply Option) ("Agreement") dated as of _____, by and between ~~CenterPoint Energy Resources Corp., d/b/a/ CenterPoint Energy Arkansas Gas~~ Summit Utilities Arkansas, Inc. ("Company"), and _____, ("Customer")

Ladies and Gentlemen:

This Letter will evidence the understanding between _____ ("Customer"), _____ ("Agent") and ~~CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Arkansas Gas~~ Summit Utilities Arkansas, Inc. ("Company"), that effective as of _____, Agent will act as Customer's agent for services provided by Company pursuant to the referenced Agreement for all purposes related thereto, unless expressly provided otherwise herein, including, but not limited to, the purposes of submitting and receiving notices, nominations and other

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.26/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.26~~/27

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

information related to receipts and deliveries of gas and performing other administrative or contractual duties [,including payment obligations,] under the Agreement and as required by Company's Rate Schedule No. 3, Large Commercial Firm Service ("LCS-1"), as on file and in effect from time to time. Company will coordinate with Agent for all imbalance administration, contract administration, nominations, scheduling and allocations for Customer's account, and shall be entitled to rely on Agent's actions with respect to the Agreement.

( ) Timely payments made by Agent to Company for services rendered to Customer in accordance with the terms of the Agreement and for any penalties, fees, assessments or other charges assessed against Customer's account by Company shall be credited to Customer's account and all notices given to Agent shall be deemed given to Customer.

( ) Company shall make any cash balancing payments it may be required to make for Customer's account to Agent. Company shall make any refund payments it may be required to make directly to Agent.

Agent agrees to indemnify, defend and hold harmless Company from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorney's fees and court costs incurred by Company, whether related to the collection of any amounts due under the Agreement or otherwise) resulting from Company's reliance on Agent, including, but not limited to, actions taken by Company pursuant to Agent's action or inaction under the Agreement. Customer shall remain liable to Company for all of its obligations as Customer under the Agreement, and Company shall have no duty, liability or responsibility whatsoever to Agent. Customer acknowledges that if Agent acts as a Pool Manager pursuant to Part 3.23. of LCS-1 and (i) should the Pool Manager fail to pay invoices calculated at the aggregated level, or (ii), should Company interrupt Pooling Service for any reason pursuant to Part 3.23.1. of LCS-1, then upon default to the individual Customer invoice, the invoice shall be recalculated at the individual Customer level, without benefit of the aggregated tolerance, as provided in Part 3.23.4. of LCS-1.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.27/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.~~27~~/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

Customer's designation and appointment of Agent may be terminated or canceled by Customer, Agent, or Company but no such termination or cancellation shall be effective as to Company until the first day of the month, following the expiration of a five (5) day period after Company's receipt of written notice of such termination or cancellation from Customer or Agent. Notwithstanding the foregoing, this designation and appointment of Agent shall automatically terminate upon termination or cancellation of the referenced Agreement. This Agency Agreement will supersede any previously executed Agency Agreements.

If the foregoing is acceptable, please so indicate by having an authorized officer execute and return to the undersigned.

Very truly yours,

~~CENTERPOINT ENERGY RESOURCES CORP.~~Summit Utilities Arkansas, Inc.
~~d/b/a/ CenterPoint Energy Arkansas Gas~~

By:_____

ACCEPTED AND AGREED TO THIS
_____ DAY OF _____, 20___

CUSTOMER:

_____
Incorporated Cities of Texarkana, Nash, Redwater and Wake Village, Texas

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-3A.28/28

Replacing: ~~Original~~ Sheet No. ~~1-3A.28/27~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Large Commercial

PART I – Rate Schedule No. 3 Appendix

Title: LARGE CUSTOMER FIRM SERVICE (LCS-1) APPENDIX Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

_____

By:_____
Name:_____
Title:_____

ACCEPTED AND AGREED TO THIS
_____ DAY OF _____, 20___

AGENT:
_____

By:_____
Name:_____
Title:_____

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-4.1/3

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART I - Rate Schedule No. 4

Title: UNMETERED GAS LIGHT FIRM SALES SERVICE (GL-1) Effective: ~~January 11, 2008~~~~TBD~~(to be determined)

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

4.1. AVAILABILITY

4.1.1. This rate schedule is available at points of adequate capacity and suitable pressure. This rate schedule is available to new or existing customers for unmetered gas, to be used solely for the continuous operation of natural gas lighting fixtures. Service under this rate schedule is offered at the Company's discretion, and only when metering the lighting fixtures' consumption is not economical.

4.1.2. This rate schedule is applicable to unmetered, continuously burning, natural gas lighting. The natural gas lighting fixture must be equipped with a natural gas or L.P. regulator approved by the Company, capable of regulating Company's main line pressure down to an appropriate pressure level. Where applicable, the natural gas lighting fixture must also be equipped with an orifice that will restrict gas flow to the appropriate cubic feet per hour input capacity rate, identified in this schedule. Customer is responsible for all natural gas lighting fixture modifications, maintenance, and installation. Company must inspect and approve the lighting fixture, any fixture modifications, and fixture installations, before natural gas service is made available.

4.1.3. Company is responsible for providing a main line tap, cut-off valve, and up to 75 feet of service line per natural gas lighting fixture. Customer will be responsible for the cost of service line installation beyond 75 feet. Company must inspect and approve the natural gas lighting fixture, any fixture modifications, and fixture installation, before natural gas service is made available.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-4.2/3

Replacing: ~~Original~~ Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART I - Rate Schedule No. 4

Title: UNMETERED GAS LIGHT FIRM SALES SERVICE (GL-1) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

4.1.4. The Ccf to be billed during a billing period shall be calculated using the following procedure: (A) Manufacturer's rated input for each gas light in cubic feet per hour; multiplied by (B) the number of lights in installation; multiplied by (C) 7.3.

4.2. RATE

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

4.3. MINIMUM CHARGE

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

4.4. RIDERS

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

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

4.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-4.3/3

Replacing: ~~Original~~ Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART I - Rate Schedule No. 4

Title: UNMETERED GAS LIGHT FIRM SALES SERVICE (GL-1) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-5.1/10

Replacing: ~~Original~~ Sheet No. ~~1-~~5.1/6

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2) Effective: ~~September 1, 2017~~(to be determined)~~TBD~~

5. SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2)

5.1. AVAILABILITY

5.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Company's existing facilities. This rate schedule is available to any consumer engaging in business, professional, institutional, agricultural or other non-residential activity supplied at an individually metered point of delivery for all uses of gas. Natural gas supplied hereunder is for the individual use of the customer at the point of delivery and shall not be resold or shared with others. Standby Service is not available under this rate schedule.

5.1.2. Gas consumption under this rate schedule is limited to 365,000 Ccf in any 12 consecutive month period. In at least one of the two preceding calendar years, the customer must have consumed 80% of the September 1 through August 31 annual volume in the April through October billing periods and it's September 1 through August 31 annual consumption for that year must have exceeded 99 Ccf. In the case of new customers or customers who anticipate changing their usage pattern, this rate will be available if a reasonable projection of their volumes in the upcoming year indicates they will use 80% of their September 1 through August 31 annual volume in the April through October billing periods and that their September 1 through August 31 annual consumption will exceed 99 Ccf. If at any time, it is anticipated based on the Company's estimate, that the customer will consume in excess of 365,000 Ccf per year in the succeeding 12 consecutive month period, the customer shall become subject to the applicable large commercial firm service rate schedule.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-5.2/10

Replacing: ~~Original~~ Sheet No. ~~1-~~5.1/6

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2) Effective: ~~September 1, 2017~~(to be determined)~~TBD~~

5.1.3. Company has historically allowed the volume usage of meters at business facilities under common ownership and subject to this rate schedule to be aggregated for the sole purpose of establishing eligibility for

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-5.3/10

Replacing: ~~Original~~ Sheet No. ~~1-5.~~3~~/6~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2)

Effective: ~~January 11, 2008~~~~TBD~~(to be determined)

transportation as referenced in Part 3.1.3. of Rate Schedule LCS-1. Customers historically qualifying for transportation under this aggregation provision shall remain subject to the rates and charges under this rate schedule in addition to any additional specific rates, charges, or adjustment riders peculiar to the Transportation Supply Option set out in Rate Schedule LCS-1, such as, but not limited to, administrative fees. Customers aggregating volume shall be subject to all provisions and policies governing TSO option customers as specified in LCS-1, except as provided for herein. Although no aggregation will be allowed for eligibility, the ability to aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS-2 or LCS rate schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO.

For the purpose of establishing eligibility for the Transportation Supply Option ("TSO") defined in the LCS rate schedule, customers experiencing or anticipating an average daily demand of 10 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. Customers qualifying for transportation who choose the TSO shall be subject to rates and charges under the SCS-2 rate schedule, and are additionally subject to any additional specific rates, charges or riders specific to the TSO.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-5.4/10

Replacing: ~~Original~~ Sheet No. ~~1-5.~~4~~/6~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2) Effective: ~~January 11, 2008~~~~TBD~~(to be determined)

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

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-5.5/10

Replacing: ~~Original~~ Sheet No. ~~1-5.~~5/~~6~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2)

Effective: ~~January 11, 2008~~~~TBD~~(to be determined)

5.2. RATES

5.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a) and (b):

(a) Distribution Rate for customers electing the SSO option:

First 1,500 Ccf per Month at	$0.24421 per Ccf
Next 13,500 Ccf per Month at	$0.13440 per Ccf
Over 15,000 Ccf per month at	$0.05762 per Ccf

Distribution Rate for customers electing the TSO option:

First 150 MMBtu at	$2.40341 per MMBtu
Next 1,350 MMBtu at	$1.32275 per MMBtu
Over 1,500 MMBtu at	$0.56706 per MMBtu

(b) Gas Supply Rate – The Gas Supply Rate will be calculated and adjusted periodically as defined in the Company's Gas Supply Rate Rider. Customers qualifying for service under this rate schedule will pay for their upstream demand related charges on a volumetric basis as provided for in the Company's Gas Supply Rate Rider.

5.2.2. Rates for customers historically qualifying for service under the Part 5.1.3. aggregation provision and customers qualifying for transportation under this rate schedule will be subject to thermal adjustment. Delivered volumes will be adjusted by the appropriate thermal content factor

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-5.6/10

Replacing: ~~Original~~ Sheet No. ~~1-5.~~6~~/6~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2) Effective: ~~January 11, 2008~~~~TBD~~(to be determined)

obtained from the nearest available chromatograph or sampling location (Ccf / 10) x thermal content factor = MMBtu).

5.3. TELEMETERING

5.3.1. Telemetering is required for customers electing and qualifying for transportation service. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow at customer's point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 3: Customer elects wireless service through ~~CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-5.7/10

Replacing: ~~Original~~ Sheet No. ~~1-5.7/6~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2) Effective: ~~January 11, 2008~~~~TBD~~(to be determined)

each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

( ) Option 4: Customer elects wireless service through ~~CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc. for each meter and elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $40 per month for meters that do not require pressure instrumentation and $94 per month per meter for meters that do require pressure instrumentation. The customer will not be subject to meter reading fees.

In the event customer has in place working telemetering facilities and equipment; and the customer receives system supply service; and Company determines it necessary to keep the telemeter(s) operational, Company will arrange and pay for the associated telecommunications cost while the customer receives sales service under this rate schedule.

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 1-5.8/10

Replacing: ~~Original~~ Sheet No. ~~1-5.~~8~~/6~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2) Effective: ~~January 11, 2008~~~~TBD~~(to be determined)

5.4. RIDERS

5.4.1. In addition to the Gas Supply Rate Rider, the following riders are applicable to service under this rate schedule:

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-5.9/10

Replacing: _____ Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2)

Effective: ~~January 11, 2008~~~~TBD~~(to be determined)

Formatted Table

Rider Name	Description	Identification on Customer Bills
TA	Municipal Tax Adjustment	Municipal Franchise Adj
EECR	Energy Efficiency Cost Recovery Rider	EE Cost Rate
~~FRPBDA~~	~~Formula Rate Plan Rider~~~~Interim Billing Determinant Rate Adjustment~~	~~Formula Rate Plan Adj~~~~Billing Determinant Rate Adj~~
~~EECR~~	~~Energy Efficiency Cost Recovery Rider~~	~~EE Cost Rate~~
~~FRP~~	~~Formula Rate Plan Rider~~	~~Formula Rate Plan Adj~~

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-5.10/10

Replacing: _____ Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *5*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—OFF-PEAK (SCS-2) Effective: ~~January 11, 2008~~~~TBD~~(to be determined)

5.5. RULES AND REGULATIONS GOVERNING UTILITY SERVICE

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.1/7

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

Formatted: Underline

Formatted: No underline

6. **SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3)**

6.1. AVAILABILITY

6.1.1. This rate schedule is available at points of adequate capacity and suitable pressure on the Company's existing facilities. This rate schedule is available to any consumer engaging in business, professional, institutional, agricultural or other non-residential activity who purchases annual volumes less than 365,000 Ccf and who receives this natural gas from the Company through an individual meter, and whose sole usage of natural gas through this meter is to provide compressed natural gas for use as a vehicle fuel. Standby Service is not available under this rate schedule.

In cases where this compressed natural gas is resold to the public, the end price of the compressed natural gas sold or delivered by the customer to the vehicles receiving the compressed natural gas is not subject to the regulated pricing restrictions of this rate schedule.

6.1.2. Company has historically allowed the volume usage of meters at business facilities under common ownership and subject to this rate schedule to be aggregated for the sole purpose of establishing eligibility for transportation as referenced in Part 3.1.3. of Rate Schedule LCS-1. Customers historically qualifying for transportation under this aggregation provision shall remain subject to the rates and charges under this rate schedule in addition to any additional specific rates, charges, or adjustment riders peculiar to the Transportation Supply Option ("TSO") set out in Rate Schedule LCS-1, such as, but not limited to, administrative fees. Customers aggregating volume shall be subject to all provisions and policies governing TSO option customers as specified in LCS-1, except as provided for herein. Although no aggregation

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.2/7

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3) Effective: ~~September 1, 2017~~TBD(to be determined)

Formatted: Underline

Formatted: No underline

will be allowed for eligibility, the ability to aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to September 21, 2002. Future aggregation for the purpose of qualification, except as otherwise referenced herein, is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS-3 or LCS rate schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO.

For the purpose of establishing eligibility for the TSO defined in the LCS rate schedule, customers experiencing or anticipating an average daily demand of 10 MMBtu per day during the preceding or succeeding twelve months will be eligible for the TSO. Customers qualifying for transportation who choose the TSO shall be subject to rates and charges under the SCS-3 rate schedule, and are additionally subject to any additional specific rates, charges or riders specific to the TSO.

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.3/7

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

Formatted: Underline

Formatted: No underline

expiration of the term of the Customer's existing contract, unless the Company and the Customer agree otherwise.

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

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

6.2. RATES

6.2.1. Each customer receiving service under this rate schedule shall be charged the sum of (a), (b), and (c) as follows:

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.4/7

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

Formatted: Underline

Formatted: No underline

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

(b) Distribution Rate for customers electing the SSO option:

First 1,500 Ccf at	$0.18242
1,501 – 15,000 Ccf at	$0.13797
Over 15,000 Ccf at	$0.05915

Distribution Rate for customers electing the TSO option:

First 150 MMBtu at	$1.79532
151 – 1,500 MMBtu at	$1.35787
Over 1,500 MMBtu at	$0.58211

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

6.2.2. Rates for customers historically qualifying for service under the Part 8.1.2. aggregation provision and customers qualifying for transportation under this rate schedule will be subject to thermal adjustment. Delivered volumes will be adjusted by the appropriate thermal content factor obtained from the nearest available chromatograph or sampling location (Ccf / 10) x thermal content factor = MMBtu).

6.3. MINIMUM CHARGE

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.5/7

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

Formatted: Underline

Formatted: No underline

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

6.4. TELEMETERING

6.4.1. Telemetering is required for customers electing and qualifying for transportation service. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow at customer's point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer:

( ) Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The fee will be $30 per month per meter for meters that do not require pressure instrumentation and $84 per month per meters that do require pressure instrumentation. The customer will be subject to meter reading fees for an inoperable phone line for each meter.

( ) Option 3: Customer elects wireless service through ~~CenterPoint Energy Arkansas Gas~~ Summit Utilities Arkansas, Inc. for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. The wireless service fee will be $10 per month per meter, and Customer will not be subject to meter reading fees.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.6/7

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

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

6.4.2. If customer chooses analog telemetry, then customer shall be responsible for installing and maintaining telecommunication lines. Should customer fail to maintain or repair telecommunication lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary.

If customer chooses wireless telemetry, then customer shall pay Company $10 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule.

6.5. RIDERS

6.5.1. In addition to the Gas Supply Rate Rider, the following riders, as on file with the Commission and in effect from time to time, are applicable to service under this rate schedule:

Formatted: Underline
Formatted: No underline

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.7/7

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3)

Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

Formatted: Underline

Formatted: No underline

Rider Name	Description	Identification on Customer Bills
TA	Municipal Tax Adjustment	Municipal Franchise Adj
~~BDA~~	~~Interim Billing Determinant Rate Adjustment~~	~~Billing Determinant Rate Adj~~
EECR	Energy Efficiency Cost Recovery Rider	EE Cost Rate
~~FRP~~	~~Formula Rate Plan Rider~~	~~Formula Rate Plan Adj~~

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

6.6. **RULES AND REGULATIONS GOVERNING UTILITY SERVICE**

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 1-6.8/7

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: Small Commercial

PART I – Rate Schedule No. *6*

Title: SMALL COMMERCIAL FIRM SALES SERVICE—NGV (SCS-3)

Effective: ~~September 1, 2017~~TBD(to be determined)

Formatted: Underline

Formatted: No underline

Incorporated Cities of Texarkana, Nash, Redwater and Wake Village, Texas

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 2-1.1/10

Replacing: ~~Original~~ Sheet No. ~~2-1.1/1~~

~~CenterPoint Energy Resources Corp.~~
Summit Utilities Arkansas, Inc.~~d/b/a CenterPoint Energy Arkansas Gas~~
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

1. GAS SUPPLY RATE (GSR)

1.1. GAS SUPPLY RATE (GSR) APPLICABILITY AND REQUIREMENTS

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

1.2. DEFINITIONS

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

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.2/10

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
Summit Utilities Arkansas, Inc.~~d/b/a CenterPoint Energy Arkansas Gas~~
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

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

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

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

1.3. GSR FILINGS

1.3.1. Scheduled GSR Filings:
Company shall make two Scheduled GSR Filings each year: a Winter Season GSR and a Summer Season GSR. The Winter Season GSR shall be effective for billings rendered to customers during the months of November through the following March. The Summer Season GSR shall be effective for bills rendered to customers during the months of April through the following October.

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.3/10

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
Summit Utilities Arkansas, Inc.~~d/b/a CenterPoint Energy Arkansas Gas~~
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

The Summer Season GSR filing shall contain rates reflecting: (1) the then current estimate of gas cost revenue requirements for the period between the effective date of the Summer Season GSR and the effective date of its next Winter Season GSR; and, (2) maintaining all of the actual cost of gas adjustment (annual true-up or secondary adjustment) and any refund adjustments.

1.3.2. Unscheduled GSR Filings:
Should a projected under or over recovery balance arise during any seasonal GSR period which exceeds ten percent (10%) of the projected annual gas cost per the most recent scheduled GSR filing, then the Company may propose an Unscheduled GSR filing.

If an Unscheduled GSR Filing is made, that filing: (1) must contain rates reflecting the then current estimate of the gas cost revenue requirement for the period from the effective date of such filing to the next scheduled filing, and (2) must maintain all of the actual cost of gas adjustment (annual true-up or secondary adjustment factors) and any refund adjustment factors.

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

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.4/10

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
Summit Utilities Arkansas, Inc.~~d/b/a CenterPoint Energy Arkansas Gas~~
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

1.4. ALLOCATION OF COSTS

1.4.1. Calculation of Demand Cost Component:

Calculating demand costs - The demand gas cost revenue requirement component shall be the annual total of the gas costs that do not vary with the actual consumption, such as fixed transportation and storage costs, fixed gas supply charges, and fixed financial charges associated with financial instruments purchased to stabilize prices.

Calculating demand cost allocation- The demand cost component of each season's filing shall be calculated by multiplying the total annual projected demand costs by the appropriate allocation factors for those demand costs for the respective RS-1, and the non- TSO SCS customers (defined as the factor representing the peak day demand for the non-TSO SCS-1, non-TSO SCS-2, and non-TSO SCS-3 customers), and LCS customers.

1.4.2. Calculation of Commodity Cost Component:

Calculating commodity costs by season - The commodity gas cost revenue requirement component of each season's GSR shall be the sum of all gas cost purchased for sales customers other than demand costs or LUFG costs, such as variable transportation costs, gas supply commodity costs, and the transaction costs associated with the use of futures contracts and options and other prudently incurred costs associated with various financial instruments purchased by Company to stabilize gas supply rates. The commodity gas costs shall include the commodity cost of storage withdrawals and injections. Company will utilize any technique or method it deems reasonable for purposes of estimating the commodity cost component of each seasonal filing.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.5/10

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
Summit Utilities Arkansas, Inc.~~d/b/a CenterPoint Energy Arkansas Gas~~
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

Seasonal commodity cost allocation - the seasonal commodity costs assigned to RS-1 and non-TSO SCS and LCS customers will be determined by multiplying the Seasonal Commodity Cost by the ratio of estimated sales volumes for the respective classes in that season. For purposes of Commodity allocation and the establishment of Commodity rates, the SCS-1, SCS-2, and SCS-3 classes will be combined and considered as one class.

1.4.3. LUFG Allocation:
For purposes of LUFG allocation, and the establishment of LUFG rates, the SCS-1, SCS-2, and SCS-3 classes will be combined and considered as one class. For purposes of calculating the allocation percentages only, LUFG-in-Kind will be added to LUFG and will be known as True LUFG. True LUFG will be allocated to the respective rate classes based on the factors established below for each of the components of LUFG:

Shrinkage – for each rate class (including regular sales and TSO customers) shall be determined based on cost causation.

Company Used Gas – shall be determined by the direct measurement of the gas consumed by Company facilities, and allocated to each rate class (including regular sales and TSO customers) based on the ratio of the number of customers in each class and the total for such classes.

Remaining LUFG (RLUFG) – shall be defined as the difference between (a) total True LUFG; and (b) the sum of Shrinkage and Company Used Gas established above. It shall be allocated to the respective customer classes as follows:

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.6/10

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
Summit Utilities Arkansas, Inc.~~d/b/a CenterPoint Energy Arkansas Gas~~
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

55% based on the volumes for the most recent twelve-month-ending August period of the rate classes (including regular sales and TSO customers).

35% based on the demand components for the rate classes (including regular sales and TSO customers).

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

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

1.5. RATE CALCULATION

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

SCS and LCS Customers - The commodity portion of the rate for non-TSO customers will be determined by respectively summing the allocated costs in Parts 1.4.2. and 1.4.3. above and dividing that total by the projected seasonal volumes for the respective classes. SCS-1, SCS-2, and SCS-3 customers will be combined and considered as one class for purposes of determining the commodity portion of the rate. While the calculation will be made in Ccf, it will be appropriately translated to MMBtu as needed.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.7/10

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
Summit Utilities Arkansas, Inc.~~d/b/a CenterPoint Energy Arkansas Gas~~
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

The demand portion of the rate for LCS non-TSO customers will be charged to the customers based on their assigned CD's in MMBtu. The rate will be determined by dividing the respective classes allocated costs in Part 1.4.1. above by their respective annualized CD's. Since the demand charges are part of an overall non-specific set of upstream contracts, the support for their allocations will be provided in the schedules supporting the filing.

Allocation and Demand Rate Calculation for SCS-1, SCS-2, and SCS-3 Customers – The costs allocated to the combined SCS-1, SCS-2, and SCS-3 customer classes will be based on the allocation of costs as described in paragraph 1.4.1. The demand portion of the rate for the non-TSO SCS-1 customers and the non-TSO SCS-2 customers (during the November-March period) will be determined by dividing the costs attributable to the SCS customer class reduced by the anticipated demand revenue paid by SCS-2 class in the summer period (April – October) and further reduced by the demand revenue paid by the SCS-3 class for the entire year (September – August), by the sum of the projected annualized SCS-1 volumes and the projected SCS-2 winter volumes (November-March). The demand portion of the rate for the non-TSO SCS-2 customer class in the summer period (April – October) will be $0.01984 per Ccf. The demand portion of the rate for the non-TSO SCS-3 customer class will be $0.04310 per Ccf for the entire period (November – October).

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.8/10

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
Summit Utilities Arkansas, Inc.~~d/b/a CenterPoint Energy Arkansas Gas~~
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

1.6. SPECIAL PROVISION REGARDING TSO CUSTOMERS

LUFG costs - Customers under the TSO option may provide LUFG-in-Kind gas volumes. The LUFG-in-Kind (volumetric delivery requirement) for each customer's account will be determined based on the most recent twelve-month ended August period and expressed as a percentage of the gas delivered for the customer's account at the customer's point of consumption. The percentage will be determined by dividing the allocated volumes of total LUFG in the respective class (SCS or LCS) by the total estimated sales volumes in their respective class.

Assignment of Surcharges to TSO Customers - In the event an LCS-1, SCS-1, or SCS-3 customer changes its supply service election at the end of the contract term from the system supply option (SSO), the amount of the deferred gas cost account attributable to that customer shall be charged or distributed to that customer, whichever is applicable. The charging to or distribution of the deferred gas cost account attributable to that customer shall be removed or added to the deferred gas cost account of the applicable rate schedule.

1.7 DEFERRED PURCHASED GAS COST ACCOUNTS

Company shall establish and maintain a Deferred Gas Cost Account(s) in which shall be recorded any over or under recovery resulting from the operation of the GSR procedure. Such over or under recovery by class shall be determined monthly by comparison of the actual Cost of Gas Sold as defined above for each cost month to the gas cost revenue recovery for the same revenue month as the cost month. The accumulated balance of over or under recovered gas costs, plus the carrying charge described below, shall be used to determine the surcharge. The surcharge shall be computed annually by dividing each class' cumulative balance over recoveries or under recoveries as of the end of each August by the respective class' estimated volumes of sales for the projected twelve-month period. The surcharge shall be filed annually and will be included with the Scheduled Winter Season GSR Filing and

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.9/10

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
Summit Utilities Arkansas, Inc.~~d/b/a CenterPoint Energy Arkansas Gas~~
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

shall be rounded to the nearest $0.0001 per Ccf. The surcharge shall remain in effect until the earlier of: (1) superseded by a subsequent surcharge calculated according to this provision or, (2) the beginning of the second revenue month following the month in which the full recovery or refund is accomplished if such full recovery or refund is accomplished prior to the end of the established recovery period.

A carrying charge shall be included in the monthly under or over recovery balance resulting from the monthly comparison of the actual Cost of Gas Sold to the revenue recovery resulting from the application of the prescribed GSR, and a carrying charge shall be included in the monthly under or over recovery balance applicable to the surcharge. The monthly carrying charge shall be determined by multiplying the average of the beginning and ending month balance of under or over recovery for the cost month times the rate of interest applicable to customer deposits.

1.8. DEMAND ALLOCATION

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

1.9. REFUND PROVISION

If an increase in the cost of gas paid or payable to Company shall be reduced by the final order of a duly constituted regulatory body or the final decree of a court, if appealed thereto, and such increase shall have been reflected in Company's rate to the extent and in the manner specified in this GSR, Company shall report to the

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-1.10/10

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
Summit Utilities Arkansas, Inc.~~d/b/a CenterPoint Energy Arkansas Gas~~
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 1

Title: GAS SUPPLY RATE (GSR) Effective: ~~September 1, 2017~~~~TBD~~(to be determined)

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

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

~~TEXARKANA, TEXAS SERVICE AREA~~

~~Original~~ ~~Sheet No. 2-2.1/1~~

~~Replacing:~~ ~~Sheet No.~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
~~(Name of Company)~~

~~Kind of Service:~~ ~~Natural Gas~~ ~~Class of Service:~~ ~~All~~

~~PART II – Rider Schedule No. 2~~

~~**Title: FORMULA RATE PLAN RIDER (RIDER FRP)**~~ ~~Effective: September 1, 2017~~~~TBD~~(to be determined)

~~1. FORMULA RATE PLAN RIDER (RIDER FRP)~~

~~1.1. The Formula Rate Plan Rider (Rider FRP) shall be the amount charged~~ of $0.00. ~~to CenterPoint Energy's~~Summit Utilities Arkansas' ~~customers residing or located in the Incorporated Cities of Texarkana, Nash, Redwater and Wake Village, Texas~~Arkansas~~. under Arkansas tariff Rider Schedule Rider Schedule No. 9 Formula Rate Plan Rider (Rider FRP).~~

~~1.2. APPLICABLE RATE SCHEDULES~~
~~Residential Firm Sales Service (RS-1)~~
~~Small Commercial Firm Sales Service (SCS-1)~~
~~Small Commercial Firm Sales Service – Off-Peak (SCS-2)~~
~~Small Commercial Firm Sales Service – NGV (SCS-3)~~
~~Large Commercial Firm Service (LCS-1)~~
~~Unmetered Gas Light Firm Sales Service (GL-1)~~

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-3.1/3

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 3

Title: MUNICIPAL TAX ADJUSTMENT CLAUSE (TA) Effective: ~~September 1, 2017~~(to be determined)

3. MUNICIPAL TAX ADJUSTMENT CLAUSE (TA)

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

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

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

3.1.3. "Local Customers" refers to any and all residential and general service customers in Texas that are within the geographical boundaries or taxing authority of the Municipality; provided, that if a particular tax ordinance or other act imposing the Municipal Tax includes in its taxing impact any service locations that would otherwise not be considered a "Local Customer" hereunder, then such service will be included in the term Local Customer.

3.2. Notwithstanding the above, if a particular tax ordinance or other act imposing the Municipal Tax specifies a method of payment of collection other than on an equal-per-meter basis, then the method so specified shall be utilized provided

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

Original Sheet No. 2-3.2/3

Replacing: Sheet No.

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 3

Title: MUNICIPAL TAX ADJUSTMENT CLAUSE (TA) Effective: ~~September 1, 2017~~(to be determined)

such method results in the collection of taxes from Local Customers equal to the

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

TEXARKANA, TEXAS SERVICE AREA

~~First Revised~~Original Sheet No. 2-3.3/3

Replacing: ~~Original~~ Sheet No. ~~2-3.2/2~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
(Name of Company)

Kind of Service: Natural Gas Class of Service: All

PART II – Rider Schedule No. 3

Title: MUNICIPAL TAX ADJUSTMENT CLAUSE (TA) Effective: ~~September 1, 2017~~(to be determined)

taxes levied on the Company.

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

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

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

4. WEATHER NORMALIZATION ADJUSTMENT (WNA)

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

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

4.3. CALCULATION OF WEATHER NORMALIZATION ADJUSTMENT

4.3.1. The WNA is calculated as follows:

$$WNA_i = \frac{R_i(DDF_i\ (NDD - ADD))}{AAU_i}$$

Where: i = Any particular rate classification to which the WNA is to be applied.

WNA = Weather Normalization Dollar Adjustment per Ccf

R = Applicable Margin Rate

DDF = Degree Day Factor associated with the applicable rate schedule:

Residential Service (RS-1)	.1536
Small Commercial Sales (SCS-1) (SSO)	.5921

NDD = Normal Degree Days during the billing cycle

ADD = Actual Degree Days during the billing cycle

AAU = Average Actual Usage per customer for each billing cycle

4.4. DEFINITIONS

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

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

4.4.3. Applicable Margin Rate:

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

4.4.3.2. The Small Commercial Sales Service (SCS-1) System Supply Option ("SSO"). The SCS-1 WNA marginal rate will use a weighted average marginal rate of the November - April SCS-1 SSO volumes that are in excess of 78 Ccf. The mechanics wil1 be to use the monthly bill frequencies to determine the volume in the 79-1,500 Ccf range, the volume in the 1,501-15,000 Ccf

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

range, and the volume above the 15,000 Ccf range. The weighted average margin will be determined by applying the first block

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

4.5. APPLICABLE RATE SCHEDULES
Residential Firm Sales Service (RS-1)
Small Commercial Firm Sales Service (SCS-1) System Supply Option (SSO)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

5. **ENERGY EFFICIENCY COST RECOVERY RIDER (EECR)**

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

5.2. APPLICABLE RATE SCHEDULES

Residential Firm Sales Service (RS-1)
Small Commercial Firm Sales Service (SCS-1)
Small Commercial Firm Sales Service—Off-Peak (SCS-2)
Small Commercial Firm Sales Service—NGV (SCS-3)
Large Commercial Firm Service (LCS-1)
Unmetered Gas Light Firm Sales Service (GL-1)

~~TEXARKANA, TEXAS SERVICE AREA~~

~~First Revised~~Original ~~Sheet No. 2-6.1/1~~

~~Replacing: Original Sheet No. 2-6.1/1~~

~~CenterPoint Energy Resources Corp.~~
~~d/b/a CenterPoint Energy Arkansas Gas~~Summit Utilities Arkansas, Inc.
~~(Name of Company)~~

~~Kind of Service: Natural Gas Class of Service: All~~

~~PART II Rider Schedule No. 6~~

~~**Title: INTERIM BILLING DETERMINANT RATE ADJUSTMENT TARIFF (BDA)**~~ ~~Effective: September 1, 2017~~~~TBD~~(to be determined)

~~6. **INTERIM BILLING DETERMINANT RATE ADJUSTMENT TARIFF (BDA)**~~

~~6.1. The Interim Billing Determinant Rate Adjustment Tariff (BDA) shall be the amount charged of $0.00 to CenterPoint Energy's~~Summit Utilities Arkansas' ~~customers residing or located in the Incorporated Cities of Texarkana, Nash, Redwater and Wake Village, Texas Arkansas. under Arkansas interim Rider Schedule No. 6 Trial Billing Determinant Adjustment Tariff (BDA).~~

~~6.2. APPLICABLE RATE SCHEDULES~~
~~Residential Firm Sales Service (RS-1)~~
~~Small Commercial Firm Sales Service (SCS-1)~~
~~Small Commercial Firm Sales Service – Off Peak (SCS-2)~~
~~Small Commercial Firm Sales Service – NGV (SCS-3)~~
~~Gas Light Firm Sales Service (GL-1)~~

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

I. APPLICATIONS FOR OR DISCONTINUANCE OF SERVICE

(A) The Company shall require all customers to execute a deposit-service agreement upon application for gas service or upon the filing of a petition for relief under the United States Bankruptcy Code. Such agreements are not transferable. All customers accepting gas service from the Company shall be subject to the rules, regulations and rate schedules applicable.

(B) When gas service is inaugurated or transferred from one location to another, at a location where there is an existing meter installation, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of $48.00. When gas service is inaugurated or transferred from one location to another, at a location where a meter must be installed, or upon the filing of a petition for relief under the United States Bankruptcy Code, the Company shall charge a non-refundable service initiation fee of $62.00

(C) When a customer requests the initiation or restoration of service which requires overtime work after normal daily working hours or on weekends and holidays, the customer will be advised of an additional charge which will be based on actual overtime costs involved. An overtime charge shall not apply to work required through no fault of the Customer.

(D) No customer may temporarily discontinue service and thereafter request restoration and continuation of service under his old service agreement but must execute a new agreement. If service is discontinued at the request of the customer and service is suspended during all or a portion of the non-heating season and thereafter restored at the same location for the same occupant, a reconnect charge will become due and payable when service is restored. This charge will be computed on the basis of the applicable customer charge for each month or fraction thereof that service is discontinued. Such charge shall be in addition to the regular service initiation fee

of $48.00 at a location where there is an existing meter installation or $62.00 at a location where a meter must be installed or reconnection fee of $37.00. Any

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

commercial or industrial customer who discontinues service for any period of time must be considered a new customer for State and Federal regulatory policy purposes when application is made for restoration of service.

(E) The company will not accept orders to discontinue service other than from the person in whose name the account is billed.

(F) The Company may turn on service after normal daily working hours, or on weekends and holidays, in emergency situations requiring immediate initiation of service. When this service is offered, the customer will be assessed an additional charge of $27.00. An after-hours charge shall not apply to work required through no fault of the customer.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

II. CUSTOMERS FACILITIES AND EQUIPMENT

(A) Gas should be used only in appliances designed for use with natural gas, in compliance with all applicable manufacturing specifications. Vent pipes must be used on water heaters, cook stoves, enclosed type space heaters, or other appliances designed to be vented.

(B) The customer shall provide a system of piping within his premises for connection to gas appliances. Customer's piping system will be installed and maintained in compliance with all federal, state and local laws, codes and regulations. Customer shall provide an above-ground delivery point in a suitable location, unless otherwise specified by the Company. For SCS and LCS customers, vehicle access for meter testing purposes must be provided. The normal gauge pressure**,** at which gas will be supplied through the Company's meter to the customer's piping, will be as defined in XVI(A).

(C) The Company under previously existing regulations has provided service through one master meter to private distribution lines for multiple federal, municipal, or private housing projects and mobile home parks, and has in some cases provided individual meters for such facilities. Bills will be rendered on an individual basis to the individual metered customers, but the customer(s) owning the private distribution line or being served by the private distribution line will be responsible for payment of any differences between gas delivered through the master meter and gas delivered through the sum total of individual meters. All such construction within the above mentioned projects and mobile home parks must meet the requirements of all federal, state and local piping laws before the Company will connect the customer.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

III. REFUSAL TO SERVE CUSTOMERS

(A) The Company may decline to serve a customer or prospective customer until he has complied with the state and municipal regulations governing the service applied for and the reasonable rules and regulations of the utility.

(B) Until adequate facilities can be provided, the Company may decline to serve an applicant for service or to change materially the service of any customer, if, in its judgement, it does not have adequate facilities to render the service applied for or if the desired service is of a character that is likely to affect unfavorably the service to other customers.

(C) The Company may refuse to serve a customer if, in its best judgment, the customer's installation or equipment is regarded as hazardous or of such character that satisfactory service cannot be given.

(D) The Company may refuse to serve individual mobile homes and house trailers if the trailer does not have a firm foundation which will not permit it to rock or move thereby cracking or parting the connecting pipe or facilities. None of the weight of the trailer may be carried on the wheels or springs. All piping and appliance installations in trailers must be made in compliance with applicable laws, codes, and ordinances governing such installations.

(E) The Company may decline to serve any applicant who is indebted to the Company for gas utility service; provided, however, that in the event the indebtedness of the applicant for service is in dispute, applicant shall be served upon complying with the deposit requirement, and, in addition thereto, making a special deposit in an amount equal to the net balance in dispute. Upon settlement of a disputed account, the balance, if any, due the applicant shall be promptly repaid, together with interest thereon from the date of the deposit until repaid at the rate prescribed by law or order of the Commission.

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

IV. DISCONTINUANCE OF SERVICE

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

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

(B) The Company shall not discontinue service to any customer for violation of its rules or regulations nor for non-payment of bills, without first having diligently tried to induce the customer to comply with its rules and regulations, or to pay amounts due the Company. Service may be discontinued after five (5) days' written notice shall have been given to the customer by the Company in the manner provided for in Paragraph IV (d). Prior notice of disconnection shall not be required for fraudulent, negligent, or unlawful use of the commodity or service detected, or where a dangerous condition is found to exist on a customer's premises.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

(C) The customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service; provided, however, that payment at Company's office within four hours of the time of actual disconnection or turning off of service shall not affect the right to disconnect or turn off service for non-payment. Whenever the Company dispatches an employee to the premises of any customer for the purpose of discontinuing service for non-payment, and such payment arrangements are made that do not result in actually disconnecting or turning off of service, a fee of $16.00 shall be added to and collected as a part of such delinquent account to cover, in part, the cost to the Company of dispatching such employee to the customer's premises. A $15.00 charge may also be added to an account and collected to recover cost for reprocessing any check that has been returned to the Company by the bank by reason of insufficient funds on deposit. Whenever service has actually been disconnected on account of the failure of the customer to pay such delinquent account, or for any other reason without fault of the utility if the customer desires the service to be reconnected, the Company shall require the customer to pay a reconnection charge of $37.00.

(D) Notice of delinquency shall be construed to be given to the customer when a copy of such notice is left with such customer, or left at the premises where service is required, or posted in the United States mail addressed to the customer's last known post office address except as specified in (h) and (i) below.

(E) The Company shall not be liable for any damage to persons or property resulting from the discontinuance of gas service after having given the required notice. Arrangement satisfactory to the Company for the continuance of service on account of serious illness or other causes shall be made by the customer prior to the expiration of the notice period.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

(F) When, at the customer's request, the Company changes the location at which service is rendered the gas consumed at the new and old locations, for the purposes of billing, shall be combined. The change of the location to which service is rendered shall not be deemed to affect the rights of the Company with regard to the application of deposit or discontinuance of service for non-payment of the account.

(G) The fact that the Company has a cash deposit from a customer shall not in any manner affect the right of the Company to discontinue service to that customer for the non-payment of amounts past due regardless of the fact that the deposit is in excess of the amount past due.

(H) Termination of service to Elderly Persons, Handicapped Persons, and Persons with Serious Illnesses

(1) Definitions

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

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

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

(ii) who is certified as being physically or mentally disabled by a physician, licensed psychologist, by the United States Veterans Administration, the Social Security Administration, the appropriate governmental agency, or a local regional mental health center.

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

(2) Special Provision for the Elderly and Handicapped

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

(a) Identification of eligible households.

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

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

(d) Assistance to customers wishing to make arrangements with state or local social service agencies for payment for service.

The procedures may require elderly and handicapped persons to disclose information and furnish documents in connection with the status claimed on

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

an annual basis. If a customer provides false information to the utility in order to claim an exemption under this Rule, it shall be grounds for termination. Customers establishing eligibility to claim an exemption as elderly or handicapped shall be presumed to retain this status for one (1) year after the date eligibility is established. Eligibility related to income level and ability to pay for utility service shall be reestablished annually.

(3) Delay of Termination on Grounds of Serious Illness

(a) A utility shall postpone termination of service to a residential customer, or reconnect previously terminated service**,** for a reasonable time up to thirty (30) days if the customer presents a certificate from a physician stating it is likely that termination of service will either aggravate a serious illness or give rise to a substantial risk of death or a grave impairment of the health of the customer, of a member of the customer's family, or of another permanent resident of the premises where service is rendered. The certificate shall identify the medical emergency, specify the effect of termination of service, and specify the time during which termination of service will aggravate the illness. The utility may**,** at its expense, obtain an additional medical report or certificate from a physician of its choice and may rely on that opinion and in reliance on that opinion terminate service five days after mailing an additional notice of termination to the customer. Failure of customer without good cause to attend the company-scheduled medical appointment shall be sufficient reason for termination of service by the utility.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

A customer, his physician, or a nurse, nurse practitioner, physician's assistant, or a public or private agency providing physical or mental health care services may notify the utility of a serious illness in person, by telephone, or by letter. The customer shall have seven (7) days from the date of notification to present the certificate. Notice by telephone shall be subject to verification by the utility.

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

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

(4) Delay of Termination for Elderly and Handicapped Persons

(a) Residential utility service shall not be terminated and, if previously terminated shall be reconnected, during the months of November through March for elderly and handicapped customers of the utility, provided that service may be terminated if such customers fail to pay at least one-half of the amount billed for service either as they fall due or pursuant to delayed payment agreement. Any balance due for service during these months shall be made in the months of April through October in installments agreed upon by the customer and the utility. If, during the months of April through October**,** a customer fails to pay the deferred balance due for service from November to March, the utility shall not be obligated to refrain from terminating or to reconnect service during the next November through March time period**.** Residential gas air condition service to such customers shall not be terminated on a day when the National

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

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

(b) At least 72 hours prior to the proposed termination of residential service to an elderly or handicapped person, a utility shall personally contact the customer, a person living in this household, or any other person or agency designated by the elderly or handicapped person to receive notice in person or by telephone during the utility's normal, working hours or between 9:00 a.m. and 4:00 p.m. on Saturdays and holidays that termination of service is imminent and that steps can be taken to avoid termination. This notice shall include an explanation of the procedures available under this or other applicable rules. If none of these parties is contacted on the first attempt, a second attempt shall be made and may take place between 6:00 a.m. and 10:00 P.M.

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

(I) Notice of Termination to Tenants

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

(2) Each utility shall file with the Commission procedures for identifying accounts where service is rendered at an address different from the mailing address of the bill. Such procedures may include requiring landlords to identifying themselves as such and to identify their tenants by name, address, and account number. Absent such identification, the utility shall

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

not be required to treat a customer as a tenant unless it has actual knowledge or information that reliably indicates that the person to whom service is rendered is a tenant.

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

(a) When a termination notice has been sent to the landlord, if no response is received by the utility within seven (7) days, notice shall also be sent to the affected tenants or shall be posted in conspicuous locations such as near mail boxes, building entrances and exits, and other areas of common usage.

(b) If a landlord fails to pay for service to a tenant a utility shall not terminate service to the tenant until at least thirty (30) days have elapsed from the date of the delinquency, and, after being notified of the delinquency the tenant has not paid for service provided after the date of notification or made arrangements with the utility to do so.

(c) Where feasible the utility shall offer the tenant the opportunity to apply for service in his own name. If such service is not feasible or if the tenant declines to apply for such service**,** the utility may terminate service. If the tenant chooses to take service in his own name**,** termination shall thereafter be governed by other appropriate provisions of this rule.

(d) Where premises are master-metered and a tenant and the utility are unable to agree upon payments to be made by the tenant for service, the utility shall petition the Commission for an immediate informal resolution or formal hearing to resolve the dispute.

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

V. CUSTOMER DEPOSITS

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

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

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

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

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

VI. BILLING

(A) Gas supplies will be charged for from the time of turn on until the Company discontinues the supply. Failure on the part of the customer to properly notify the Company when their responsibility for the payment for gas at a premises ceases, shall not relieve the customer from the obligation of paying all bills accruing up to the time proper notification is received by the Company. The customer shall pay for all gas passing through the meter, whether the same be used or wasted through leaks in pipes, apparatus, or otherwise and shall be bound by the true reading of the meter, provided it is in good repair and working order.

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

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

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

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

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

the extended due date provided by FLEX-DATE will appear on eligible customers' bills. In addition, the Company will waive any otherwise applicable late penalty.

Customers shall become Plan participants either upon telephone or form notification to Company, and their participation will be effective for each month of each calendar year thereafter.

(D) Monthly statements will be delivered to the location at which gas is supplied, by an employee of the Company, or posted in the United States mail, unless the customer has directed the Company in writing to send statements to another address. The terms “Delivered" or "Rendered" shall not be construed as an obligation on the part of the Company to deliver or render statements to the customer in person, or to other occupants of the premises**.** Duplicate copies of statements will be furnished upon request, and failure to receive statements for any reason whatsoever, will not entitle customer to further time to pay account, or to a continuation of gas supply if account is over due.

(E) Customers whose facilities are located on pipeline taps which are not centrally odorized will receive monthly statements based on the customer’s reading of the meter. If the meter is not read by the customer, bills will be estimated. The Company will read these meters at least every six (6) months and the difference between the customer readings or the estimated consumption will be billed or credited to the customer's account.

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

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

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

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

(I) The Company may make a charge of $5.00 for any special meter reading which it is called upon to make other than on the regular reading date. Where interim meter readings are furnished the owner of premises the Company accepts no responsibility as to the distribution of the monthly bill as between tenants.

(J) Claims for error in statements rendered should be made by the customer as soon as discovered; if the claim is found to be meritorious, the Company will make proper adjustment on the Customer's subsequent bills, or make refund to the customer within a reasonable time.

(K) The Company shall make a test of the accuracy of registration of a meter upon request of a customer. Except as otherwise provided in these rate schedules, if such test shows the meter to be slow or within the tolerance limit as to accuracy of registration, the customer may be required to pay a charge of ten dollars ($10.00) for each test so made. If the test shows the meter to be fast and in excess of the tolerance limit of accuracy, such test shall be made at the expense of the Company and an adjustment shall be made with the customer. If no such test has been performed within the previous four years for the same customer at the same location, the test is to be performed without charge.

(L) In case a meter ceases to register, the quantity consumed will be estimated from the amount consumed during the corresponding period for the previous year, giving due consideration to weather and other pertinent factors**,** or by such other method that will be equitable.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

VII. EXTENSION OF FACILITIES

(A) SERVICE LINES AND CONNECTIONS

(1) The Company will make, own and maintain all necessary connections with its street mains. Under normal construction conditions, the Company will install up to 100 feet of service line (up to one inch in diameter and capable of a delivery pressure of up to 60 psig) at no cost to the customer. In the event a service line exceeding the diameter and pressure requirements set forth above is needed, or in the event of abnormal construction conditions, such as solid rock, road crossings that require a bore, the need to bore under landscaping, etc., or in regard to the installation of excess flow valves, any additional costs incurred by the Company will be charged to the customer. The Company may waive these charges when it determines that it is economically justifiable to do so. The Company will own, maintain and specify the route of the piping. Access must be granted on customer's property for replacement or repairs of these facilities. The Company may at its option install a service cock and box. The meter location will be determined by the Company. The Company will also set and own the meter and regulator, but all other piping, connections, and appliances for the purpose of utilizing gas shall be furnished and installed by the customer at the customer’s risk and expense. Customer will pay the cost of any relocation of the Company’s facilities that the Company may perform at customer’s request.

(B) MAIN EXTENSIONS

(1) Extensions from the Company's distribution lines, will be made under the following conditions and circumstances:

(a) Subject to the availability of capital funds, the Company shall construct main extensions from its existing facilities to serve new customers where the cost of the Company's capital investment is

economically feasible. Determination of whether a proposed extension is economically feasible shall be made through the use of

an economic model that will take into consideration the following factors:

(1) construction cost estimate;
(2) non-gas revenue;
(3) depreciation;
(4) incremental operating costs; and,
(5) any other factors relevant to economic feasibility of the project.

(b) If it is determined that the Company's return on investment (ROI) on the proposed main extension will equal or exceed the Company's cost of funding capital projects, the extension will be made at no cost to the customer. If it is determined that the Company's ROI will be less than the Company's cost of funding capital projects, the customer shall be required to pay an amount sufficient to ensure that the Company is able to earn an ROI equal to its cost of funding capital projects. On such an advance, the Company may enter into an agreement with the customer to refund the customer contribution. Refunds will be based only on changes in the factors considered in the economic model under which the investment was originally made. The Company shall establish, when capital funds are available, such new distribution service where the Company will be reasonably assured of a sufficient number of customers and an annual revenue to justify the capital expenditure. The Company may, however, refuse to extend facilities in the event system design and/or operational considerations so dictate.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

(c) When the Company is requested to extend its distribution facilities to an area with existing potential users where no contributory capital is available, the Company has the option to provide the necessary capital in the amount equal to the necessary customer contribution to be recovered by a fixed daily surcharge rate applied to each customer account within the boundaries of the project for up to five years* or until the customer contribution is recovered by the Company, whichever comes first. Under this option, the Company will construct and finance the facilities and recover the customer contribution, in addition to an appropriate interest (or finance charge) assigned to the capital required to fund the customer contribution, through the surcharge rate. If the customer contribution is not recovered during the pay-back period, the remaining balance of the customer contribution (including interest or finance charge) will be added to and included in the Company's overall rate base from that point forward. To insure sufficient customer commitment to each project, each customer will be required to sign an Extension Surcharge Agreement and may be required to make a reasonable customer deposit prior to commencement of construction. Surcharge areas are defined as those areas served by the facilities to be constructed. After the initial installation of facilities to serve the surcharge area, all subsequent connections which utilize mains from the original surcharge area installation will be subject to the same surcharge rate for the remaining period of the surcharge agreement.

*Special conditions may warrant extending this period based on economic conditions.

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

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

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

(1) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge area's surcharge rate would be in excess of the surcharge rate applicable to the established surcharge area, the subsequent surcharge area will bear only the cost of their new facilities.

(2) When a subsequent surcharge area is established after the installation of an existing surcharge area and the subsequent surcharge rate is less than the surcharge rates applicable to the established surcharge area, the subsequent surcharge area will bear a portion of the remaining unpaid customer contribution of the established surcharge area in addition to its own surcharge allocation as follows:

(2)(a) The cost of the mainline established for the existing surcharge area shall be shared by the subsequent surcharge area up to an amount equal to the existing area surcharge rate if their computed surcharge is lower than the surcharge for the existing area. This shall be achieved by assigning an unamortized portion of the mainline investment which was required for the existing surcharge area to the subsequent surcharge

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

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

(2) The Company will not be required to enlarge its system of mains to meet the demand for gas of a prospective customer or to provide for an appreciable increase in the demands of a present customer, unless in the judgment of the Company, a reasonable rate of return is assured as a result of the expenditure required.

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

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

(5) A standard Rural Gas Contract must be executed by each customer requesting a pipeline tap. The Company will not make or serve a tap on any federally certificated transmission line, unless, in the judgment of the Company, a reasonable rate of return can be earned as a result of the expenditure required to construct the tap and serve the customer, without unreasonable consequences to other customers. In addition, the Company will not make or serve a tap on any other transmission line, field gathering pipeline, or lines to wells which in the Company's opinion, presently contain or may in the foreseeable future contain undehydrated gas, liquid hydrocarbons, sour gas, or gas that is otherwise not merchantable. The Company may discontinue service whenever it believes reliable service cannot continue to be provided for any reason, including, but not limited to, water content of the gas furnished. In the event service is suspended or terminated because the Company cannot or believes it cannot continue to provide safe and reliable service, the

Company will be under no obligation to compensate the affected customer(s) for such loss of service.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

EXTENSION SURCHARGE AGREEMENT

The undersigned promises to pay to Summit Utilities Arkansas, Inc.~~CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Arkansas Gas ("Company")~~, a surcharge on his/her/their/its monthly gas bill in consideration of the Company's extension of its facilities into the surcharge area in which the undersigned resides. The surcharge amount will be $_____ per month. The surcharge will be applied to all monthly billings to the undersigned for a ____ year period or until the Company recovers the required customer contribution for the surcharge area, whichever comes first. The surcharge amount will appear as a separate line item on the undersigned's bill.

The terms of this Extension Surcharge Agreement shall be subject to the provisions of the Company's rates and policies.

_____

_____

Accepted this _____ day of _____, 20__.

Summit Utilities Arkansas, Inc.~~CENTERPOINT ENERGY RESOURCES CORP. d/b/a CenterPoint Energy Arkansas Gas~~

By _____

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

VIII. GENERAL

The customer shall use the gas delivered by the Company for his purposes only. The customer shall not, under any circumstances, resell or share with others any gas delivered by the Company. No changes**,** extensions, or replacement of service `lines shall be made without the written consent of the Company. No extension whatsoever of customer owned piping shall be made for the purpose of supplying gas to adjacent property**,** or other person or concerns residing or operating on the premises of the customer.

The foregoing natural gas resale prohibition shall not apply to distributors selling compressed natural gas as a motor vehicle fuel.

The authorized agent of the Company shall have the right and permission to enter upon the premises of the customer to inspect or test lines, and appliances, to read, change or remove the meter, to turn on and shut off the gas, or to perform other related functions. This right shall not be construed as placing any responsibility on the Company to inspect and test the lines or equipment of the customer.

No structures shall be erected over the Company's gas lines. In the event any such structure is erected, the customer will be provided the option of either removing the structure or paying the Company the cost of relocating the gas line, including the cost of obtaining alternative easements, if required.

The place of delivery of all gas purchased shall be at the outside wall of the first structure being served if the Company has installed or replaced the service line to that point. In all other cases, the place of delivery of all gas purchased shall be at the point of connection to the customer's service line from which point all gas delivered shall become the property of the customer, who shall thereafter be responsible for its passage through the meter and for all damage caused by said gas.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

The Company shall have no responsibility for any act or omission, and shall have no liability from any cause, downstream of delivery. In case the supply of gas should fail, whether from natural causes, bursting of pipes or accident in any way, the Company shall

not be liable for damages, whether direct, special, continuing, exemplary, presumptive, incidental, indirect or consequential, including without limitation, loss of profits, loss of revenue, or loss of production capacity by reason of such failure. The Company shall not be liable in damages for any act or event that is beyond the Company's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, arrests, wars, blockades, insurrections, riots and epidemics, landslides, lightning, earthquakes, fires, storms, floods and washouts, priority limitation or restraining orders of any governmental authority and civil disturbances, explosions, breakage, accidents, tests, maintenance or repair to machinery, equipment, lines of pipe or other facilities; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits; and any other causes whether of the kind herein enumerated or otherwise.

Meters and pipes are likely to freeze in cold weather, and it shall be the duty of each customer to protect the pipes and the meter or meters from the action of the elements.

These Rules and Regulations are made a part and condition of all rate schedules of the Company and all customers served under such schedules shall be subject to these Rules and Regulations.

These Rules and Regulations are in addition to Rules and Regulations now established by the Regulatory Body having jurisdiction over these matters.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

IX. STATE AND MUNICIPAL TAXES

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

X. LEVELIZED PAYMENT PLAN

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

B. Operation of the Levelized Payment Plan

Under the LPP a customer's bill will be computed by averaging to the nearest dollar, the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent twelve months historical volumes. The average bill amount thus derived will be the monthly payment amount for each of the succeeding six months.

Actual billings will continue to be based upon the applicable rates and meter readings obtained to determine consumption. The amount due under the LPP will be identified as a separate item on the customer's bill so the customer will know the amount to pay. The actual bill amount will also be reflected on the bill as a memo item for the customer's information.

The cumulative difference between actual billings and the levelized billings under the LPP will be carried in a deferred balance that will accumulate both debit and credit differences.

The monthly payment amount will be automatically reviewed and adjusted six months after the anniversary date. This adjustment will be made to assure that the difference between actual payments and average payments under the LPP will be minimal. The new LPP payment amount will be computed by averaging the sum of the most recent six months actual billings and a projected amount for the next six months. The projected amount will be derived by applying the current applicable

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent year's historical volumes for the corresponding months. This amount will be

rounded to the nearest dollar and will be the monthly LPP payment amount for the next six months.

On the initial and subsequent anniversary dates a new levelized payment amount is calculated by averaging to the nearest dollar, the amount of the deferred balance and the amount derived by applying the current applicable rate schedule, cost-of-gas adjustment, and applicable tax factor to each of the most recent twelve months historical volumes. This new LPP amount will then be in effect until the time of the next six-months review. On each subsequent anniversary date a new levelized payment amount will be calculated in this manner.

In such instances where sufficient billing history is not available, a twelve-month billing history will be estimated by the local office. The estimated history will be based on actual billings for those months in which actual billing data is available and estimated based on the service address or a similar location for those months in which no such actual billing is available.

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

C. Customer Qualification for "Levelized Payment Plan"

No additional customers shall be added to the LPP. The Company will, however, maintain the LPP for those customers participating in the LPP.

Customer may discontinue LPP at any time by notifying the Company. If a customer requests termination, if an account is final billed, or if the customer is suspended by the Company as a result of past due amounts on an account, any outstanding balance owed to

the Company at the time, including any differences between billings under the LPP and billings which would have been rendered under normal billing procedures shall be immediately due and payable. Likewise, any credit due customer shall be applied to the next bill or refunded, as appropriate.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

XI. EXTENDED ABSENCE PAYMENT PLAN

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

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

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

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

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

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

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

XII. AVERAGE MONTHLY BILLING

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

(B) OPERATION OF THE "AVERAGE MONTHLY BILLING"

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

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

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

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

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

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

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

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

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

(3) The customer may discontinue the AMB at any time by notifying the Company. The AMB will be discontinued if the customer requests a disconnect, if the customer is delinquent 30 or more days, if an account is final billed, or if the customer is turned off for non-payment as a result of past due amounts. Any outstanding balance owed to the Company at the time, including the deferred balance, will be due immediately. A delayed payment plan may be available to qualifying customers. Likewise, any credit due customer shall be applied to the next bill or refunded, as appropriate.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

XIII. PROVISIONS FOR LANDLORDS AND TENANTS

(A) LANDLORD/TENANT ACCOUNT IDENTIFICATION

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

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

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

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

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

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

XIV. MINIMUM HEATING VALUE FOR GAS

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

XV. BASE OR ABSOLUTE GAS PRESSURE

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

XVI. NORMAL GAUGE PRESSURE FOR GAS

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

XVII. LEAVE ON AGREEMENT

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

LEAVE ON AGREEMENT FOR NATURAL GAS SERVICE

This contract and agreement (hereinafter called the "Agreement") is made and entered into this _____ day of _____, 20____, by and between Summit Utilities Arkansas Inc.~~CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Arkansas Gas~~, (hereinafter called "Company") its successors and assigns, and _____, (hereinafter called "Customer").

Customer represents that it is the owner/manager of the residential or commercial property identified on Attachment A hereto (said property being hereinafter referred to as the "rental property"), and that the terms and provisions of this Agreement are intended to cover and pertain to said rental property, consisting of a total of _____ rental unit(s).

Article I

Customer hereby requests that Company continue to sell and deliver natural gas service to each of the rental units identified above during any period of time subsequent to the closing of an account for service to a tenant or occupant of any of such rental units, or to the discontinuance or termination of service to any such rental units for any reason whatsoever except the nonpayment of utility bills by either the tenant or customer, and prior to the opening of an account for service to a new tenant or occupant of such rental unit. Customer agrees to be responsible for payment of all charges for gas service provided to any and all rental units covered by this Agreement during the aforesaid period of time.

Article II

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

B. Customer agrees to pay Company for all gas service and charges provided for in this Agreement in accordance with all rates, tariffs, schedules and charges which have been approved by the prevailing regulatory authority. Both parties understand that the charges provided and set forth in

this Agreement may, from time to time, be revised pursuant to order of prevailing regulatory authorities. The parties agree that in the event any charge provided and set forth in this Agreement is so revised, the provisions of this Agreement will automatically be revised in accordance therewith without further action by either party.

Article III

A. This Agreement shall continue in full force and effect as to all rental units identified herein until terminated by either party by written notice mailed or delivered to the other party at least thirty (30) days prior to the date on which termination of this Agreement is desired.

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

Article IV

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

Article V

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

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Article VI

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

_____ Summit Utilities Arkansas, Inc.~~CENTERPOINT ENERGY RESOURCES CORP., d/b/a/ CenterPoint Energy Arkansas Gas~~	
By:_____	By:_____
Mailing Address for Notices Required Herein:	Mailing Address for Notices Required Herein:
_____	_____
_____	_____
_____	_____

ATTACHMENT A

Summit Utilities Arkansas, Inc.~~CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ARKANSAS GAS~~

LEAVE ON AGREEMENT PROPERTY LISTING

Customer _____ Date_____

UNIT NUMBER	PROPERTY DESCRIPTION	ADDRESS	CITY/TOWN	STATE

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

XVIII. ORDER OF CURTAILMENT (OC)

(A) In order to take steps necessary for the protection of the reliable and adequate service that present supplies, capacities and facilities will permit, the Company will adhere to the following curtailment program:

(1) Deliveries of gas will be curtailed to whatever extent and for whatever periods Company may find necessary from time to time in the operation of its system for the primary benefit of human needs customers.

(2) In case of curtailments for whatever reason, the following order of priorities will be observed insofar as practicable, with the first noted category having the highest priority, and so on:

Priority 1.1 Residential; all commercial requirements of less than 500 Ccf per peak day.

Priority 1.2 All other commercial requirements (including schools, hospitals, and similar institutions unless they have provided an affidavit of waiver as set forth in Affidavit B of the LCS-1 Appendix), plant protection, small industrial and essential agricultural users with total requirements of up to 3,000 Ccf per day, and other uses the curtailment of which the Secretary of Energy or FERC determines would endanger life, health, or maintenance of physical property.

Priority 2.1* All other firm requirements for essential agricultural uses as defined in Section 401 of the Natural Gas Policy Act of 1978 which cannot use an alternate fuel within the meaning of applicable rules and regulations promulgated by the FERC under Section 401(b) of that Act.

Priority 2.2* Firm requirements for essential commercial process and feedstock uses as defined in Section 402 of the Natural Gas Policy Act of 1978 which cannot use an alternate fuel.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Priority 2.3* Firm requirements for other feedstock and process needs.

Priority 3 Firm requirements for commercial needs not covered elsewhere.

Priority 4 Firm requirements for commercial needs for boiler fuel use of more than 3,000 Ccf per day but not more than 15,000 Ccf per day.

Priority 5 Firm requirements for commercial needs for boiler fuel use of more than 15,000 Ccf per day but not more than 30,000 Ccf per day.

Priority 6 Firm requirements for commercial needs for boiler fuel use of more than 30,000 Ccf per day.

Priority 7 Commercial transportation requirements for customers contracting directly with an upstream pipeline where gas supply deliveries have been interrupted or curtailed by the pipeline.

* **When it is necessary to curtail loads in each of these priorities, the large requirements that normally use more than 3,000 Mcf per day will be curtailed before the smaller loads.**

(3) Each higher priority of use will be fully protected from curtailment until all lower priorities have been ordered curtailed 100 percent; that is, no curtailments of Priority 5 uses will be ordered until all Priority 6 uses have been ordered curtailed, and so forth.

(4) If system deliverability permits only partial delivery of gas to a given category of use, curtailment will occur, on the basis of a pro rata sharing based on historical deliveries to customers for that category. On days when curtailment is required, total deliveries to individual customers may not exceed contract volumes.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

(5) Before service commences, when the character of gas usage materially changes, and from time to time upon request, each customer shall furnish Company with all information reasonably required by Company with regard to gas usage at the facility served to assist Company in its determination of the proportionate parts, if any, of that usage falling in different priority categories. In determining the appropriate priority category for gas sold, no distinction will be made between gas sold to direct customers and to resale customers.

(6) Company will implement this curtailment plan throughout each of Company's systems to the extent possible consistent with the practical operation of the system, giving due regard to such factors as system capacity and where curtailable customers are located in relation to where the gas is needed.

Any customer who fails to comply with any curtailment directive issued by the Company in response to this order shall be subject to total curtailment of gas during the remainder of the curtailment period. The Company shall have the right to enter the premises of the customer to ascertain the degree of compliance with the curtailment order and to take such other steps as may be necessary to enforce the provisions of this curtailment order.

(7) An emergency exemption from curtailment will be provided for all firm electric utility customers to the extent required to avoid the curtailment of firm electric load upon an attestation by a utility to Company that: (1) the utility faces an emergency situation wherein it will be required to shed firm electric load necessary to serve human needs customers unless an exemption from curtailment is granted in an amount which will avoid the curtailment of firm electric load necessary to serve human needs customers; (2) the utility has no alternate fuel capability; (3) the utility has exhausted all purchased power opportunities; (4) the utility has utilized all alternative sources of power; and (5) the utility will accept reduced deliveries during the emergency exemption from curtailment. Electric utilities served at more than one location are permitted to divert their entitlements between plants so long as they stay within their

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

total entitlements, where Company determines that this can be done consistently with prudent operation of its system.

(8) Any firm customer claiming an emergency need for supplemental deliveries during curtailment to forestall irreparable injury to life or property shall furnish Company with full details of the nature, cause, unavoidability and estimated duration of the emergency. This information is to be given by telephone followed by immediate written notice to Company signed by an officer or responsible employee under oath. Upon receipt of the initial notice Company will make such investigation as is reasonably possible under the circumstances and if gas is available, Company will deliver such supplemental volumes as Company determines the situation to require. The customer must promptly take all reasonable steps to eliminate the cause of the emergency and accept reduced deliveries after the emergency to offset the supplemental deliveries.

(9) Company shall be relieved of all liabilities, penalties, charges, payments, price adjustments, alternate fuel subsidizations and claims of whatever kind, contractual and otherwise, resulting from or arising out of Company's failure to deliver all, or any portion of, the volumes of gas desired by any particular customer or customers to the extent that such failure results from Company's implementation of this curtailment plan in accordance with its provisions and applicable regulatory orders, notwithstanding inconsistent provisions in contracts, jurisdictional and non-jurisdictional, heretofore entered into.

(10) Until the reserves available to Company's system are substantially augmented, Company will husband its existing gas supply by regulating its receipts from connected sources so as to receive gas at rates reasonably calculated to permit the maximum utilization of the reserves for the benefit of Company's human needs customers over the longest possible periods of time.

(11) All surplus gas deliveries are to be discontinued completely before contract service to the above listed priorities is curtailed.

(12) To the extent Company has gas available, Company will deliver volumes of natural gas to firm customers:

(a) to respond to emergency situations (including environmental emergencies) during period of curtailment where additional supplies are required to forestall irreparable injury to life or to property; and

(b) to provide for minimum plant protection when the plant is shut down.

Attachment: 2022-004 ATTH 01 Redline TXK TX Service Area Tariffs (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

ORDINANCE NO. 2017 - 083

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ORDERING THE RATES TO BE CHARGED BY CENTERPOINT ENERGY RESOURCES CORPORATION, D/B/A CENTERPOINT ENERGY ARKANSAS GAS, FOR NATURAL GAS AND NATURAL GAS SERVICE TO RESIDENTIAL AND COMMERCIAL CUSTOMERS WITHIN THE CITY OF TEXARKANA, TEXAS; INCLUDING A REPEALER CLAUSE AND A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, On July 27, 2017, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Arkla (CENTERPOINT), filed a Statement of Intent with the City Secretary to increase rates in the City of Texarkana, Texas; and

WHEREAS, On September 2, 2016, the Arkansas Public Service Commission published Order Number 8 (Docket No. 15-098-U) approving CENTERPOINT rates for its Arkansas service areas; and

WHEREAS, the CENTERPOINT filing meets the filing requirements as set by Texas Utility Code §104.102; and

WHEREAS, the rate schedules have been considered by the City Council, and it is the opinion of the City Council that the rate schedules and service charges proposed for residential and commercial gas service by CENTERPOINT in the City of Texarkana, Texas, are just and reasonable, and should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That CENTERPOINT is hereby ordered to issue and file with the City Clerk of the City of Texarkana, Texas, tariff sheets containing residential and commercial rate schedules identical to those rate schedules attached hereto as **Exhibit "A"**, and that such rate schedules are hereby adopted, established, and authorized as proper, reasonable, and lawful rates for such natural gas service.

SECTION 2: That the rates, set out on the rate schedules filed pursuant to Section 1 hereof, are to be observed by CENTERPOINT, its successors and assigns until changed as provided by the Gas Utility Regulatory Act, Texas Utility Code Chapter 101 *et seq.*

SECTION 3: That this Order, determining the level of rates to be charged and applied by CENTERPOINT, shall be served upon CENTERPOINT by United States Mail.

Attachment: 2022-004 ATTH 02 2017 Tariff & EXH 'A' (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

SECTION 4: That the tariff sheets approved by this Ordinance shall become effective with bills rendered on or after September 1, 2017.

SECTION 5: That all applications and motions to intervene in this matter however designated, are hereby denied.

SECTION 6: That all Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 7: That this Ordinance shall be in full force and effect on and after its date of passage by the City Council.

SECTION 8: That if any portion of the rates or service charges established herein shall be declared invalid for any reason, the invalidity hereof shall in no manner affect the validity and enforcement of the remainder of such rates for service charges.

PASSED AND APPROVED in Regular Council Session on this the **28th day of August, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:41 p.m.

Attachment: 2022-004 ATTH 02 2017 Tariff & EXH 'A' (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

2017-083 Exhibit "A"
(1 of 2)

CenterPoint Energy Resources Corporation Statement of Intent to Increase Rates

Class of Service	Code	Customers	Object	Current Rates				Proposed Rates			
					Volume	Per Unit	Charge		Volume	Per Unit	Charge
Residential	RS-1	9,394	Monthly Customer Charge				$ 9.75				$ 10.75
			Natural Gas		First 50 Ccf	$ 0.34655			First 15 Ccf	$ 0.45335	
					Over 50 Ccf	$ 0.16664			Over 15 Ccf	$ 0.36576	
			Minimum Charge				$ 9.75				$ 10.75
			Riders:	Gas Supply Rate				Gas Supply Rate			
				Main Replacement Program (adjusted monthly)				--removed--			
				Municipal Tax Adjustment				Municipal Tax Adjustment			
				Weather Normalization Adjustment				Weather Normalization Adjustment (applicable only on volumes in excess of 15 Ccf)			
				Trial Billing Determinant Rate Adjustment				Interim Billing Determinant Rate Adjustment			
				Energy Efficiency Cost Recovery Rider				Energy Efficiency Cost Recovery Rider			
								Formula Rate Plan Rider (adjusted annually, beginning the first business day of October, 2017)			
								Average monthly increase for residential customer			$ 7.27
Small Commercial (Limited to 365,000 Ccf in any 12 consecutive month period)	SCS-1	1,469	Monthly Customer Charge				$ 13.00				$ 14.67
			Natural Gas	Natural Gas - System Supply Option (SSO)	First 1,500 Ccf	$ 0.15177				$ 0.17133	
					1,501 - 15,000 Ccf	$ 0.11479				$ 0.12959	
					Over 15,000 Ccf	$ 0.04921				$ 0.05555	
				Natural Gas - Transportation Supply Option (TSO) *Customers experiencing or anticipating an average daily demand of 25 MMBtu per day*	First 150 MMBtu	$ 1.49368		Natural Gas - Transportation Supply Option (TSO) *Customers experiencing or anticipating an average daily demand of 10 MMBtu per day*		$ 1.68620	
					151-1,500 MMBtu	$ 1.12973				$ 1.27534	
					Over 1,500 MMBtu	$ 0.48431				$ 0.54673	
			Minimum Charge				$ 13.00				$ 14.67
			Riders:	Gas Supply Rate				Gas Supply Rate			
				Main Replacement Program (adjusted monthly)				--removed--			
				Municipal Tax Adjustment				Municipal Tax Adjustment			
				Weather Normalization Adjustment				Weather Normalization Adjustment (applicable only on volumes in excess of 78 Ccf)			
				Trial Billing Determinant Rate Adjustment				Interim Billing Determinant Rate Adjustment			
				Energy Efficiency Cost Recovery Rider				Energy Efficiency Cost Recovery Rider			
								Formula Rate Plan Rider (adjusted annually, beginning the first business day of October, 2017)			
			Set-up TSO (Each Time)	Customer may switch between SSO and TSO seasonally provided they experience more than 80% of annual load during APR through OCT and who experience or anticipate an average daily demand of more than 25 MMBtu per day during any consecutive 30-day period of the preceding or succeeding APR through OCT.			$ 300.00	Customer may switch between SSO and TSO seasonally provided they experience more than 80% of annual load during APR through OCT and who experience or anticipate an average daily demand of more than 10 MMBtu per day during any consecutive 30-day period of the preceding or succeeding APR through OCT.			$ 300.00
			Telemetering	In the event customer has in place working telemetering facilities and equipment; and the customer receives system supply service; and Company determines it necessary to keep the telemeter(s) operational, Company will arrange and pay for associated telecommunications cost while the customer receives sales service under the rate schedule. Customers electing seasonal transportation service pursuant to Part 21.6. shall be responsible for the full installed cost of telemetry equipment of standard make and manufacture to determine hourly and daily flow at customer's point of delivery.				Telemetering is required for customers electing and qualifying for transportation service. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow at customer's point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available. Customer will pay Company for telemetry equipment under one of the following options as chosen by the Customer:			
								Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.			
								Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The Customer will be subject to meter reading fees for an inoperable phone line for each meter.			
								Non-pressure instrumentation per month per meter			$ 30.00
								Pressure instrumentation per month per meter			$ 84.00
								Option 3: Customer elects wireless service through CenterPoint for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. Customer will not be subject to meter reading fee.			
								Wireless service fee per month per meter			$ 10.00
								Option 4: Customer elects wireless service through CenterPoint for each meter and elects to pay a monthly fee for the standard telemetry equipment and installation costs for each meter. The customer will not be subject to meter reading fees.			
								Non-pressure instrumentation per month per meter			$ 40.00
								Pressure instrumentation per month per meter			$ 94.00
				Customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary.				If customer chooses analog telemetry, then customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary.			
								If customer chooses wireless telemetry, then customer shall pay Company a monthly fee per meter for wireless telemetry service for the entire period such meter(s) is (are) served under this or any other transportation rate schedule.			$ 10.00
Large Commercial Firm Service	LCS-1	3	Monthly Distribution Customer Charge				$ 290.00				$ 290.00
			Natural Gas	Distribution Demand Charge per MMBtu of Capacity Demand (CD)	Up to 400 MMBtu	$ 6.17300			Up to 400 MMBtu	$ 8.01586	
					Over 400 MMBtu	$ 0.95380			Over 400 MMBtu	$ 1.23854	
				Distribution Rate - All MMBtu consumed		$ 0.02560					
			TSO Contract Administration Fee	Per month			$ 350.00				$ 332.61
			Minimum Charge	Sum of: Distribution Customer Charge +		$ 290.00				$ 290.00	
				Distribution Demand Charge per MMBtu of Capacity Demand (CD) +	Up to 400 MMBtu	$ 6.17300			Up to 400 MMBtu	$ 8.01586	
					Over 400 MMBtu	$ 0.95380			Over 400 MMBtu	$ 1.23854	
				TSO Contract Administration Fee		$ 350.00				$ 332.61	
			Riders:	Gas Supply Rate				Gas Supply Rate			
				Main Replacement Program (adjusted monthly)				--removed--			
				Municipal Tax Adjustment				Municipal Tax Adjustment			
				Energy Efficiency Cost Recovery Rider				Energy Efficiency Cost Recovery Rider			
								Formula Rate Plan Rider (adjusted annually, beginning the first business day of October, 2017)			
			Set-up TSO (Each Time)	Customer may switch between SSO and TSO seasonally provided they experience more than 80% of annual load during APR through OCT and who experience or anticipate an average daily demand of more than 25 MMBtu per day during any consecutive 30-day period of the preceding or succeeding APR through OCT.			$ 300.00	Customer may switch between SSO and TSO seasonally provided they experience more than 80% of annual load during APR through OCT and who experience or anticipate an average daily demand of more than 10 MMBtu per day during any consecutive 30-day period of the preceding or succeeding APR through OCT.			$ 300.00
			Telemetering	Telemetering is required under the TSO described in Part 3.1.3 of this rate schedule, including customers qualifying under Part 3.1.2 of the aggregation provision of this rate schedule. If Company does not have telemetry at customer's point of delivery, upon execution of the Agreement, Company shall install telemetry equipment of stand make and manufacture to determine hourly and daily flow of gas at customer's point of delivery. Customer will reimburse Company for the full, installed cost of such telemetry				Telemetering is required for all customers who receive service pursuant to this rate schedule, including customers qualifying under Part 3.1.2 of the aggregation provision of this rate schedule. If Company does not have telemetry at customer's point of delivery, upon execution of the Agreement, Company shall install telemetry equipment of stand make and manufacture to determine hourly and daily flow of gas at customer's point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer:			
								Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.			
								Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The Customer will be subject to meter reading fees for an inoperable phone line for each meter.			
								Non-pressure instrumentation per month per meter			$ 30.00
								Pressure instrumentation per month per meter			$ 84.00
								Option 3: Customer elects wireless service through CenterPoint for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. Customer will not be subject to meter reading fee.			
								Wireless service fee per month per meter			$ 10.00
								Option 4: Customer elects wireless service through CenterPoint for each meter and elects to pay a monthly fee for the standard telemetry equipment and installation costs for each meter. The customer will not be subject to meter reading fees.			
								Non-pressure instrumentation per month per meter			$ 40.00
								Pressure instrumentation per month per meter			$ 94.00
				Customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary.				If customer chooses analog telemetry, then customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary.			
								If customer chooses wireless telemetry, then customer shall pay Company a monthly fee per meter for wireless telemetry service for the entire period such meter(s) is (are) served under this or any other transportation rate schedule.			$ 10.00
Unmetered Gas Light Firm Sales Service	GL-1	Not Reported		The service is available where there is adequate capacity and suitable pressure. Customer is responsible for all installation and modifications subject to Company inspection. Ccf to be billed based on manufacturer's rated input for each gas light multiplied by the number of lights. The rate charged and riders shall be in accordance with the currently effective residential or commercial rate schedule otherwise applicable to the customer served. Except the Weather Normalization Adjustment rider shall not apply.				No change			
Small Commercial Firm Sales Service -- Off-Peak	SCS-2	Not Reported	Natural Gas	Natural Gas - System Supply Option (SSO)	First 1,500 Ccf	$ 0.20857				$ 0.24421	
					Next 13,500 Ccf	$ 0.11479				$ 0.13440	
					Over 15,000 Ccf	$ 0.04921				$ 0.05762	
				Natural Gas - Transportation Supply Option (TSO) *Customers experiencing or anticipating an average daily demand of 25 MMBtu per day*	First 150 MMBtu	$ 2.05269		Natural Gas - Transportation Supply Option (TSO) *Customers experiencing or anticipating an average daily demand of 10 MMBtu per day*		$ 2.40341	
					Next 1,350 MMBtu	$ 1.12973				$ 1.32275	
					Over 1,500 MMBtu	$ 0.48431				$ 0.56706	
			All other Small Commercial Firm Sales -- Off-Peak SCS-2 prices and services same as Small Commercial Firm Sales Service SCS-1								

Attachment: 2022-004 ATTH 02 2017 Tariff & EXH 'A' (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

2017-083 Exhibit "A"
(2 of 2)

CenterPoint Energy Resources Corporation Statement of Intent to Increase Rates

Class of Service	Code	Customers	Object	Current Rates Volume	Current Rates Per Unit	Current Rates Charge	Proposed Rates	Proposed Rates Volume	Proposed Rates Per Unit	Proposed Rates Charge
Small Commercial Firm Sales Service – NGV	SCS-3	Not Reported	Natural Gas				This rate schedule is available at points of adequate capacity and suitable pressure on the Company's existing facilities. This rate schedule is available to any consumer engaging in business, professional, institutional, agricultural or other non-residential activity who purchases annual volumes less than 365,000 Ccf and who receives this natural gas from the Company through an individual meter, and whose sole usage of natural gas through this meter is to provide compressed natural gas for use as a vehicle fuel. Standby Service is not available under this rate schedule.			
							Company has historically allowed the volume usage of meters at business facilities under common ownership and subject to this rate schedule to be aggregated for the sole purpose of establishing eligibility for transportation as referenced in Part 3.1.3. of the Rate Schedule LCS-1. Customers historically qualifying for transportation under this aggregation provision shall remain subject to the rates and charges under this rate schedule in addition to any additional specific rates, charges, or adjustment riders peculiar to the TSO set out in Rate Schedule LCS-1, such as, but not limited to, administrative fees. Customers aggregating volume shall be subject to all provisions and policies governing TSO option customers as specified in LCS-1, except as provided for herein. Although no aggregation will be allowed for eligibility, the ability to aggregate for eligibility purposes at existing and new locations shall remain unchanged for transportation customers eligible under such aggregation provision prior to 21 SEP 02. Future aggregation for the purpose of qualification, except as otherwise referenced herein is prohibited. Each individual account of historically qualified customers shall be treated as a separate account and shall be subject to the same rates and charges under the originating SCS-3 or LCS rate schedule, and are additionally subject to any specific rates, charges or riders specific to the TSO.			
							Customer may switch between SSO and TSO seasonally provided they experience more than 80% of annual load during APR through OCT and who experience or anticipate an average daily demand of more than 10 MMBtu per day during any consecutive 30-day period of the preceding or succeeding APR through OCT.			$ 300.00
							This rate schedule shall have an extended term of the shorter of three (3) years from the date of Commission approval or the completion of the Company's next general rate filing, unless otherwise extended further by Order of the Commission.			
			Monthly Customer Charge							$ 15.63
			Natural Gas				Natural Gas - System Supply Option (SSO)	First 1,500 Ccf	$ 0.18242	
								1,501 - 15,000 Ccf	$ 0.13797	
								Over 15,000 Ccf	$ 0.05915	
							Natural Gas - Transportation Supply Option (TSO)	First 150 MMBtu	$ 1.79532	
							Customers experiencing or anticipating an average daily demand of 10 MMBtu per day	151-1,500 MMBtu	$ 1.35787	
								Over 1,500 MMBtu	$ 0.58211	
			Minimum Charge							$ 15.63
			Riders:				Gas Supply Rate			
							Municipal Tax Adjustment			
							Interim Billing Determinant Rate Adjustment			
							Energy Efficiency Cost Recovery Rider			
							Formula Rate Plan Rider (adjusted annually, beginning the first business day of October, 2017)			
			Set-up TSO (Each Time)	Customer may switch between SSO and TSO seasonally provided they experience more than 80% of annual load during APR through OCT and who experience or anticipate an average daily demand of more than 25 MMBtu per day during any consecutive 30-day period of the preceding or succeeding APR through OCT.		$ 300.00	Customer may switch between SSO and TSO seasonally provided they experience more than 80% of annual load during APR through OCT and who experience or anticipate an average daily demand of more than 10 MMBtu per day during any consecutive 30-day period of the preceding or succeeding APR through OCT.			$ 300.00
			Telemetering				Telemetering is required for customers electing and qualifying for transportation service. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow at customer's point of delivery. Customer shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available. Customer will pay Company for telemetry equipment under one of the following payment options as chosen by the customer:			
							Option 1: Customer agrees to provide an analog phone line for each meter and pay for standard telemetry equipment and installation costs for each meter. Customer will be subject to meter reading fees for an inoperable phone line for each meter.			
							Option 2: Customer will provide an analog phone line for each meter but elects to pay a monthly fee for standard telemetry equipment and installation costs for each meter. The Customer will be subject to meter reading fees for an inoperable phone line for each meter.			
							Non-pressure instrumentation per month per meter			$ 30.00
							Pressure instrumentation per month per meter			$ 84.00
							Option 3: Customer elects wireless service through CenterPoint for each meter and agrees to pay for standard telemetry equipment and installation costs for each meter. Customer will not be subject to meter reading fee.			
							Wireless service fee per month per meter			$ 10.00
							Option 4: Customer elects wireless service through CenterPoint for each meter and elects to pay a monthly fee for the standard telemetry equipment and installation costs for each meter. The customer will not be subject to meter reading fees.			
							Non-pressure instrumentation per month per meter			$ 40.00
							Pressure instrumentation per month per meter			$ 94.00
							If customer chooses analog telemetry, then customer shall be responsible for installing and maintaining telecommunications lines. Should customer fail to maintain or repair telecommunications lines required to communicate with telemetry equipment, Company shall have the right to bill customer all labor and expense required to manually read the meter, at whatever intervals the Company may deem necessary.			
							If customer chooses wireless telemetry, then customer shall pay Company a monthly fee per meter for wireless telemetry service for the entire period such meter(s) is (are) served under this or any other transportation rate schedule.			$ 10.00
The effect of the Company's proposed new rate schedules and tariff changes is to increase CenterPoint Arkla's net annual non-gas revenues in the City (approximately)										$ 886,391
The changes represent a total increase to the Company's revenues in the City of approximately:										10.1%

Attachment: 2022-004 ATTH 02 2017 Tariff & EXH 'A' (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:	
Perspectives	**Goals**
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☑ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☐ Model a Positive City Image ☑ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture
Perspectives and Goals Additional Comments:	

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

Public Information Plan:			
☐	Newspaper Notice (Required by Statute)	☐	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required	☐	
Other:			

Attachment: 2022-004 Goals & Perspectives (3620 : 2022-004 ORD Reauthorizing Summit to charge natural gas rates)

Attachment: 2022-004 ORD Reauthorizing Summit to charge for natural gas signed (3620 : 2022-004 ORD Reauthorizing Summit to charge

ORDINANCE NO. 2022-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING ORDINANCE NO. 2017-083, SUBSTITUTING SUMMIT UTILITIES ARKANSAS, INC., ASSIGNEE OF CENTERPOINT ENERGY RESOURCES CORP., AS THE NATURAL GAS PROVIDER AND FRANCHISE HOLDER FOR THE CITY OF TEXARKANA, TEXAS; REAUTHORIZING IDENTICAL RESIDENTIAL AND COMMERCIAL RATE SCHEDULES AUTHORIZED IN ORDINANCE NO. 2017-083 WITH EXCEPTIONS; ORDERING THE RATES TO BE CHARGED BY SUMMIT UTILITIES ARKANSAS, INC., FOR NATURAL GAS AND NATURAL GAS SERVICE TO RESIDENTIAL AND COMMERCIAL CUSTOMERS WITHIN THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR REPEALER, SUPERSEDING, AND SEVERABILITY CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on August 28, 2017, by Ordinance No. 2017-083, the City Council approved rate schedules and service charges proposed for residential and commercial gas service by CenterPoint Energy Resources Corp., d/b/a Centerpoint Energy Arkansas Gas (CERC), and ordered CERC to file with the City Clerk tariff sheets containing residential and commercial rate schedules identical to those rate schedules included with said ordinance; and

WHEREAS, on June 11, 2021, CERC and Summit Utilities Arkansas, Inc. (SUA) filed with the Arkansas Public Service Commission a Joint Application for approval of a proposed transaction whereby CERC would sell, and SUA, as the ultimate owner and operator, would acquire certain of CERC's public utility natural gas assets, comprised of an operating unit or system, which provide service to customers in Arkansas, as well as certain areas located in Bowie County, Texas, including Texarkana, Texas; and

WHEREAS, on December 6, 2021, the Arkansas Public Service Commission, Docket No. 21-060-U, Order No. 11, found, ordered, and directed, among other things, that SUA has the experience and expertise to operate a public utility in compliance with Arkansas laws and regulations and provide quality customer service to CERC's Arkansas customers, granted a Certificate of Public Convenience and Necessity pursuant to Arkansas law to operate as a natural gas utility to provide natural gas services in Arkansas effective upon the closing of the transaction with CERC, and cancelled the Certificate of Public Convenience and Necessity of CERC to operate as a natural gas utility to provide natural gas services in Arkansas effective upon the closing of the transaction with SUA; and

WHEREAS, on December 13, 2021, SUA filed with the Arkansas Public Service Commission, in compliance with Docket No. 21-060-U, Order No. 11, a revised tariff consistent with the Order; and pertinent to the City of Texarkana, Texas, the revised Arkansas tariff eliminated or terminated two riders, the Trial Billing Determinant Adjustment Tariff (BDA) and Formula Rate Plan Rider (FRP), which had been directly referenced and incorporated in the City's tariff approved by the City Council by Ordinance No. 2017-083; and

Attachment: 2022-004 ORD Reauthorizing Summit to charge for natural gas signed (3620 : 2022-004 ORD Reauthorizing Summit to charge

WHEREAS, on January 18, 2022, SUA provided the City of Texarkana, Texas, with an "Assignment and Assumption of Franchises" effective January 10, 2022, executed by CERC as Assignor and SUA as Assignee, with CERC assigning and transferring to SUA all of CERC's right, title, and benefits as of the effective date to the natural gas franchise granted by Ordinance No. 335-84 of the City Council approved on November 12, 1984, as amended by Ordinance No. 188-87 approved on September 14, 1987, and Ordinance No. 241-05 approved on October 10, 2005 (collectively, "the City's Natural Gas Franchise Ordinances"), granting the right to enter upon the public ways to install, operate and maintain a distribution system along, across, over and under the public ways for the privilege of transporting, distributing and selling gas to consumers and the public generally within the corporate limits of the City of Texarkana, Texas; and

WHEREAS, the City of Texarkana, Texas, by Ordinance No. 2022-003, duly enacted on the Third and Final Reading on February 14, 2022, approved the assignment and transfer to SUA, as Assignee of CERC, of the City's Natural Gas Franchise Ordinances (that is, the non-exclusive franchise privilege to SUA) for natural gas and natural gas service to residential and commercial customers within the City of Texarkana, Texas; and

WHEREAS, SUA proposes no increase in the City's rates, but rather a continuation of the same tariff approved by the City Council in Ordinance No. 2017-083 except for deleting the defunct BDA and FRP riders given the elimination of said riders from the Arkansas tariff structure; and

WHEREAS, the City Council found and determined, in Ordinance No. 2017-083, that the rate schedules and service charges proposed for residential and commercial gas service were just, proper, reasonable, and lawful rates for such natural gas service, and that finding and determination has not changed notwithstanding the elimination of the defunct BDA and FRP riders given the elimination or termination of said riders from the Arkansas tariff structure; and

WHEREAS, by this Ordinance, the City Council amends Ordinance No. 2017-083 to substitute SUA in place of CERC as the natural gas provider and, except for deletion of the BDA and FRP riders, reauthorizes the residential and commercial rate schedules identical to those rate schedules authorized in Ordinance No. 2017-083.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1. Upon SUA filing with the City Secretary a fully-executed written acceptance of Ordinance No. 2022-003 as set out in Exhibit "A" to that ordinance (that is, accepting the assignment and transfer of the City's public utility franchise and agreeing to abide by the terms of the City's Natural Gas Franchise Ordinances), Ordinance No. 2017-083 is amended as follows:

a. SUA is substituted in place of CERC as the natural gas provider and franchise holder for the City of Texarkana, Texas;

b. The residential and commercial rate schedules authorized in Ordinance No. 2017-083 are reauthorized, with the exception of the BDA and FRP riders which are now defunct given the elimination or termination of said riders from the Arkansas tariff structure; and

c. SUA is hereby ordered to issue and file with the City Secretary of the City of Texarkana, Texas, tariff sheets in the form that SUA has proposed and submitted to the City, attached hereto as Exhibit "A", substituting SUA in place of CERC, deleting the BDA and FRP riders, containing the applicable effective date, and containing in all other respects residential and commercial rate schedules identical to those rate schedules authorized in Ordinance No. 2017-083.

SECTION 2. The rates and rate schedules ordered in Section 1 of this Ordinance and as set out in Exhibit "A" to be filed with the City are hereby adopted, established, and authorized as proper, reasonable, and lawful rates for such natural gas service; and such rates and rate schedules are to be observed by SUA, its successors and assigns, until changed as provided by the Gas Utility Regulatory Act, Texas Utility Code Chapter 101, *et seq.*

SECTION 3. This Order, determining the level of rates to be charged and applied by SUA, shall be served upon SUA by United States Mail.

SECTION 4. The tariff sheets approved by this Ordinance shall become effective retroactive with bills rendered on or after January 10, 2022.

SECTION 5. Although the form of the Exhibit "A" tariff that SUA has proposed and submitted to the City references other Texas municipalities in the footer of each page, nothing in this Ordinance should be construed as the City Council exercising any jurisdiction or authority on behalf of said municipalities in approving tariffs, rates, or rate schedules for those municipalities; no such jurisdiction nor authority has been extended to the City, and such should not be inferred.

SECTION 6. All applications and motions to intervene in this matter, if any, however designated, are hereby denied.

SECTION 7. Except as otherwise provided below, all ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict; provided, however, that nothing in this ordinance shall be construed to repeal, modify, or interpret (i) Ordinance No. 2017-083 except as amended by Section 1 of this ordinance, and (ii) Ordinance No. 2022-003 or the City's Natural Gas Franchise Ordinances, which shall also supersede and control over this ordinance in the event any part of this ordinance shall be declared to be in conflict or noncompliant with either Ordinance No. 2022-003 or the City's Natural Gas Franchise Ordinances. Notwithstanding any other section of this ordinance, the City Council, having been made aware of SUA's tariff and rate structure for the State of Arkansas which includes a new three-year customer credit rider, does not by this ordinance find or affirm that the absence or lack of a commensurate credit inuring to the benefit of the City of Texarkana, Texas, in the rates and rate schedules as set out in Exhibit "A" complies with Ordinance No. 335-84.

SECTION 8. If any portion of the rates or service charges established herein shall be declared invalid for any reason, the invalidity hereof shall in no manner affect the validity and enforcement of the remainder of such rates for service charges.

Attachment: 2022-004 ORD Reauthorizing Summit to charge for natural gas signed (3620 : 2022-004 ORD Reauthorizing Summit to charge

SECTION 9: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **14th day of February, 2022.**

ATTEST:

Jennifer Evans, City Secretary

Bob Bruggeman, Mayor

6:24p.m.

Attachment: 2022-004 ORD Reauthorizing Summit to charge for natural gas signed (3620 : 2022-004 ORD Reauthorizing Summit to charge