

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 5588 **COMPANY NAME:** COSERV GAS

TARIFF CODE: DS **RRC TARIFF NO:** 21324

DESCRIPTION: Distribution Sales **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: 03/14/2005 **RECEIVED DATE:** 04/20/2009

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

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: None

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Negotiated Rate Contract filing. Delayed filing due to clerical oversight

PREPARER - PERSON FILING

RRC NO: 294 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Janet **MIDDLE:** **LAST NAME:** Simpson

TITLE: Partner

ADDRESS LINE 1: 4 Hurst Place

ADDRESS LINE 2:

CITY: Austin **STATE:** Tx **ZIP:** 78734 **ZIP4:**

AREA CODE: 512 **PHONE NO:** 261-4152 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29437	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
COS_1	<p>1. Pursuant to the terms, conditions, and limitations hereof, Seller will deliver gas and sell to Buyer, and Buyer will purchase and receive from Seller up to Buyer's requirements, within the capacity of existing delivery facilities. Seller commits to provide firm gas service to Buyer under this Agreement subject to the curtailment programs of the Seller and the Texas Railroad Commission (16 Texas Administrative Code 7.305 and Gas Utilities Docket No. 489). 2. For all gas purchased pursuant to this agreement, Buyer agrees to pay a net monthly charge for each Mcf used plus the current cost of gas as provided in Seller's CoServ Purchased Gas Factor Tariff No. 1 (or successive tariff on file with the appropriate regulatory authority) plus Taxes as provided in the following section. The next monthly charge per MCF purchased will be as follows: For the period from the initial date of this contract through 10312005: \$1.1565 for each of the first 30 MCF and \$0.6565 for each of the next 20 MCF and \$0.1565 for each MCF over the first 50 MCFs for the month; For the period from 11012005 through 07312006: \$1.2787 for each of the first 30 MCF and \$0.7787 for each of the next 20 MCF and \$0.2787 for each MCF over the first 50 MCFs for the month; For the period from 08012006 through the remainder of the initial and successive terms of this Agreement the net monthly charge shall be \$0.8229 per MCF for all gas purchased. 3. In addition to the net monthly charge set out in the preceding section, Buyer's bill will include a charge for an amount equivalent to Buyer's proportionate part of any franchise fees (or similar levies for use of rights of way), state gross receipts taxes, pipeline safety assessment fees or other levies assessed against the Seller by governmental authorities. If these fees are required, the charge will be computed by multiplying the revenues related to service to the Buyer that the respective taxes or fees include in their definition of gross revenues or other basis for the taxes or fees, by a tax factor (calculated as the reciprocal of the tax rate and applied to the taxable revenues) to fully recover from Buyer the taxes and governmental fees related to this transaction. The tax factor may be adjusted on a periodic basis to match changes by the taxing authority, in, or new, fees or taxes related to service to the Buyer during the term or this Agreement. 4. Buyer agrees to purchase all natural gas supplied to and/or used at its Denton County facility exclusively from Seller throughout the Term. 5. Seller will refund \$15,000.00 (Refund) to the Buyer following Buyer purchasing gas in excess of 40,000,000 btu's per hour under this contract, provided that Buyer shall notify Seller in writing at least one month before that level of purchase is scheduled to occur. Seller shall pay one-half of the Refund (\$7,500.00) to Buyer within ninety (90) days after the first month in which Buyer attains a purchase level in excess of 40,000,000 btu's per hour. Seller shall pay the second half of the Refund (\$7,500.00) to Buyer twelve (12) months after the first portion of the Refund is paid to Buyer.</p>

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TARIFF CODE: DS **RRC TARIFF NO:** 21324

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
69227	D	Mcf	\$.8229	08/01/2006	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29437	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
C	Industrial Sales	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 5588 **COMPANY NAME:** COSERV GAS

TARIFF CODE: DS **RRC TARIFF NO:** 21325

DESCRIPTION: Distribution Sales **STATUS:** A

OPERATOR NO:

ORIGINAL CONTRACT DATE: 10/10/2005 **RECEIVED DATE:** 04/20/2009

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

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: None

REASONS FOR FILING

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

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Negotiated Rate Contract filing. Delayed filing due to clerical oversight

PREPARER - PERSON FILING

RRC NO: 294 **ACTIVE FLAG:** Y **INACTIVE DATE:**

FIRST NAME: Janet **MIDDLE:** **LAST NAME:** Simpson

TITLE: Partner

ADDRESS LINE 1: 4 Hurst Place

ADDRESS LINE 2:

CITY: Austin **STATE:** Tx **ZIP:** 78734 **ZIP4:**

AREA CODE: 512 **PHONE NO:** 261-4152 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29438	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
COS_2	1. Pursuant to the terms, conditions, and limitations hereof Seller will deliver gas and sell to Buyer, and Buyer will purchase and received from Seller up to 600 Mcf/D. Seller will not be obligated to deliver hereunder more than that quantity of gas per day. 2. For all gas purchased pursuant to this agreement, Buyer agrees to pay net monthly charges for each Mcf used equal to \$0.75/Mcf plus the current cost of gas as provided in Seller's CoServ Purchased Gas Factor Tariff No. 1 (or successive tariff on file with the appropriate regulatory authority) plus Taxes as provided in the following section. 3. In addition to the net monthly charge set out in the preceding section, Buyer's bill will include a charge for an amount equivalent to Buyer's proportionate part of any franchise fees (or similar levies for use of rights of way), state gross receipts taxes, pipeline safety assessment fees or other levies assessed against the Seller by governmental authorities. If these fees are required, the charge will be computed by multiplying the revenues related to service to the Buyer that the respective taxes or fees include in their definition of gross revenues or other basis for the taxes or fees, by a tax factor. The tax factor may be adjusted on a periodic basis to track changes in, or new, fees or taxes related to service to the Buyer during the term of this Agreement. 4. Buyer agrees to purchase all natural gas supplied to and/or used at its Denton County facility exclusively from Seller throughout the Term. 5. Buyer acknowledges that Seller will expend substantial capital to install new facilities to serve buyer pursuant to this Agreement. To the extent that Buyer has not purchased at least 275,000 Mcf's before this Agreement is terminated (unless the Agreement is terminated by Seller without breach by Buyer), Buyer agrees to pay \$0.75 per Mcf times the difference between 275,000 and the number of Mcf's actually purchased before termination of this Agreement. Seller shall bill Buyer for the Mcf's not purchased per this provision in accordance with the routine billing process provided herein.

RATE ADJUSTMENT PROVISIONS:

None

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TARIFF CODE: DS RRC TARIFF NO: 21325

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
69228	D	Mcf	\$.7500	10/10/2005	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29438	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
C	Industrial Sales	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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

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

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