

ORDINANCE NO. _____

AN ORDINANCE ADOPTING UNANIMOUS SETTLEMENT AGREEMENT, SETTING RATES AND ESTABLISHING TARIFFS FOR THE PROVISION OF NATURAL GAS SERVICE BY SIENERGY, LP WITHIN THE CITY OF FORT WORTH; DECLARING THIS ORDINANCE TO BE A FINAL DETERMINATION OF RATES; REQUIRING ACCEPTANCE BY SIENERGY, LP OF THE RATES PRESCRIBED HEREIN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; ADOPTING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH, TEXAS:

PART 1. The Council finds:

- (A) On May 5, 2023, SiEnergy, LP (“SiEnergy” or “Company”) filed with the Railroad Commission of Texas, the City of Fort Worth (“City”), and the other affected cities in North, Central and South Texas, its Statement of Intent to increase its annual revenue by \$2.67 million within the incorporated areas in its service territory, or by \$9.69 million system wide. In its Statement of Intent, SiEnergy requested a \$32.14 million revenue requirement.
- (B) In accordance with the Gas Utility Regulatory Act, Utilities Code, § 104.107, the City suspended SiEnergy’s proposed effective date of June 9, 2023, for a period not to exceed 90 days from SiEnergy’s proposed effective date, to September 7, 2023. The Railroad Commission of Texas suspended the proposed effective date for a period of 150 days, to November 6, 2023. The effective date is November 6, 2023.
- (C) SiEnergy provided public notice of its proposed increase in rates in accordance with the Gas Utility Regulatory Act.
- (D) A revenue requirement in the amount of \$27.95 million per annum is reasonable and consistent with the requirements of the Gas Utility Regulatory Act, will permit SiEnergy a reasonable opportunity to earn a reasonable return on its invested capital, and will yield a fair return upon the adjusted value of SiEnergy’s property used and useful in rendering service to the public. The negotiated revenue requirement results in an increase of approximately \$5.5 million in current annual revenues system wide. It is appropriate for SiEnergy to implement a uniform, system-wide cost of service and rates throughout the Company’s North, Central and South Texas service areas.
- (E) It is reasonable for SiEnergy to provide a one-time aggregate credit totaling \$101,084 that is apportioned as follows:

- a. An aggregate total credit of \$6,851 to be distributed to current residential customers within the unincorporated areas of SiEnergy’s North Texas service area as a uniform, one-time, per customer credit;
 - b. An aggregate total of \$44,233 to be distributed to current residential customers served within the City of Fort Worth as a uniform, one-time, per customer credit; and,
 - c. An aggregate total of \$50,000 to be distributed to current residential customers served within the City of Mansfield as a uniform, one-time, per customer credit.
- (F) SiEnergy agrees to not utilize the Gas Reliability Infrastructure Program to make interim rate adjustments before it files its next base rate case.
- (G) The tariffs and specific rates and charges, and customer service rules appended to this ordinance are reasonable and in the public interest.
- (H) The costs of the City’s rate consultants, attorneys, and technical staff to conduct investigations, present evidence, advise and represent the City in these rate-making proceedings as set out in the Settlement Agreement are reasonable and necessary expenses, as are the agreed-upon rate case expenses incurred by SiEnergy in this proceeding.

PART 2. The City is the regulatory body with exclusive original jurisdiction over the rates, operations, and services of SiEnergy within the municipality.

PART 3. The Unanimous Settlement Agreement (“Settlement Agreement”) entered into between SiEnergy and the City and appended to this ordinance as “**Attachment 1**” is in the public interest and is adopted by this ordinance.

PART 4. A revenue requirement of \$27.95 million for SiEnergy, as determined on a system-wide basis for its service territory, is approved within the City.

PART 5. Except to the extent approved in this ordinance and the Settlement Agreement appended to this ordinance as “**Attachment 1**”, the City denies SiEnergy’s request for rates, tariffs, and charges as proposed in SiEnergy’s Statement of Intent and rate increase request filed with the City on or about May 5, 2023.

PART 6. The rates, tariffs, charges, schedules, and service rules appended to this ordinance as “**Attachment 2**” for natural gas service provided by SiEnergy within the City, are reasonable and are hereby approved.

PART 7. The proposed depreciation and amortization rates set forth on the Depreciation Rates summary appended to this ordinance as “**Attachment 3**” are reasonable and hereby approved by this ordinance.

PART 8. The costs of rate consultants, attorneys, and technical staff to conduct investigations, present evidence, advise, and represent the City in these rate-making proceedings shall be reimbursed to the City by SiEnergy within 30 days of the Commission’s Final Order approving the settlement.

PART 9. Nothing in this ordinance shall be construed as limiting or modifying in any manner the right and power of the City under the law to regulate the rates and charges of SiEnergy.

PART 10. That to the extent any ordinance previously adopted by the City Council is inconsistent with this Ordinance, it is hereby repealed.

PART 11. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

PART 12. This ordinance takes effect on September 7, 2023.

APPROVED AS TO FORM AND LEGALITY:

By: _____
Christopher Austria
Assistant City Attorney

Jannette S. Goodall,
City Secretary

ADOPTED: _____

EFFECTIVE: _____

ATTACHMENT 1

OS-23-00013504

**STATEMENT OF INTENT FILED BY §
SIENERGY, LP TO INCREASE RATES §
IN THE UNINCORPORATED AREAS §
OF NORTH, CENTRAL, AND SOUTH §
TEXAS §**

**BEFORE THE
RAILROAD COMMISSION
OF TEXAS**

UNANIMOUS SETTLEMENT AGREEMENT

This Unanimous Settlement Agreement is entered into by and between SiEnergy, LP (“SiEnergy” or “Company”); the Cities Served by SiEnergy (“Cities”); the City of Princeton; and the Railroad Commission of Texas (“Commission”) Staff, (collectively, the “Signatories”).

WHEREAS, on May 5, 2023, SiEnergy filed a Statement of Intent to Increase Rates (“Statement of Intent”) within all incorporated and unincorporated areas in which SiEnergy provides service in Texas; and

WHEREAS, the Commission docketed the rate request as OS-23-00013504; and

WHEREAS, Cities, the City of Princeton and Commission Staff sought intervention and were granted party status in OS-23-00013504;¹ and

WHEREAS, SiEnergy requested an effective date of June 9, 2023 for the proposed rate increase and the Commission suspended the implementation of the Company’s rate request on May 17, 2023, for an additional 150 days beyond the requested effective date; and

WHEREAS, SiEnergy provided public notice by direct mail on June 15, 2023, to all affected customers and filed an affidavit attesting to completion of public notice on July 19, 2023; and

WHEREAS, on or before June 9, 2023, the cities within the Cities Served by SiEnergy suspended the implementation of the Company’s rate request by 90 days to September 6, 2023; and

WHEREAS, on May 22, 2023, the City of Princeton denied SiEnergy’s rate request within the incorporated area of Princeton; and

WHEREAS, on June 20, 2023, the Company appealed the City of Princeton’s rate request denial and sought consolidation of the appeal with OS-23-00013504;² and

WHEREAS, the rate case expense issues were severed from the original filing and were docketed as OS-23-00014535; and

¹ Cities is comprised of Austin, Celina, Fate, Forney, Fort Worth, Fulshear, Grand Prairie, Houston, Mansfield, Missouri City, Sugar Land, and Waxahachie.

² The Administrative Law Judge (“ALJ”) granted the requested consolidation on August 4, 2023.

WHEREAS, the Signatories have filed a motion to consolidate the rate case expense issues back into OS-23-00013504;³ and

WHEREAS, direct testimony of Cities and the City of Princeton was due on July 18, 2023 and Staff testimony was due on July 27, 2023, but Cities, the City of Princeton, and Staff did not file direct testimony in reliance on this Unanimous Settlement Agreement; and

WHEREAS, all parties to this proceeding have engaged in significant discovery regarding the issues in dispute; and

WHEREAS, the Signatories agree that resolution of this docket by unanimous settlement agreement will significantly reduce the amount of reimbursable rate case expenses associated with this docket; and

WHEREAS, the Signatories represent diverse interests and the Unanimous Settlement Agreement resolves the issues in OS-23-00013504 in a manner that the Signatories agree is consistent with the public interest;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to and recommend for approval by the Commission the following Settlement Terms as a means of concluding the above-referenced docket filed by SiEnergy without the need for prolonged litigation:

Settlement Terms

1. As a product of compromise and for the purposes of settlement, the Signatories agree to the rates, terms and conditions reflected in the tariffs attached to this Unanimous Settlement Agreement as Exhibit A. The tariffs attached as Exhibit A replace and supersede those tariffs currently in effect within all incorporated and unincorporated areas served by SiEnergy in Texas. These tariffs are premised on an increase of \$5,500,000 in current annual revenues as illustrated in the proof of revenues attached as Exhibit B to this Unanimous Settlement Agreement. Except as specifically provided herein, the Signatories agree that the \$5,500,000 revenue increase is a “black box” figure and is not tied to any specific expense in the underlying cost of service. The Signatories further agree that the rates, terms and conditions reflected in Exhibit A to this Unanimous Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Texas Utilities Code (“Tex. Util. Code”). The gas rates, terms and conditions established by this Unanimous Settlement Agreement shall be effective upon approval by the Commission or other regulatory authority.
2. The Signatories agree that it is appropriate to establish rates for SiEnergy on a system-wide cost of service basis and that the following customer charges and volumetric rates, as well as other rates set forth in the schedules attached as Exhibit A should be uniformly adopted for customers receiving service from SiEnergy:

³ The ALJ has not yet consolidated the rate case expense docket into OS-23-00013504. The Signatories anticipate that the requested consolidation will be granted.

Rate Schedule*	Customer Charge	Single Block Volumetric Charge
Residential	\$19.25	\$0.6511 per Ccf
General Service Small	\$42.50	\$0.6958 per Ccf

* Rates are applicable to customers taking service under both the incorporated and unincorporated area rate tariffs.

3. The Signatories agree that within 60 days of a Final Order approving the Unanimous Settlement Agreement, the Company will provide the following bill credits to resolve all issues related to the establishment of initial rates in all regulatory jurisdictions served by the Company. Each bill credit will be applied on a per-customer basis as one-time bill credit to each current residential customer in the following applicable regulatory jurisdiction and the Company will provide notice to each applicable regulatory authority within 14 days of completing the bill credits to customers:
 - a. A total aggregate credit of \$50,000 will be equally distributed to residential customers within the City of Mansfield as a uniform, one-time bill credit.
 - b. A total aggregate credit of \$44,233 will be equally distributed to residential customers within the City of Fort Worth as a uniform, one-time bill credit.
 - c. A total aggregate credit of \$6,851 will be equally distributed to residential customers within the unincorporated areas of SiEnergy's North Texas Service Area as a uniform, one-time bill credit.
4. SiEnergy agrees that it will notify relevant regulatory authorities and the Commission at least 60 days in advance of instituting initial rates that are different from rates approved in this docket.
5. SiEnergy agrees to timely file incorporated and unincorporated tariffs for initial rates with the relevant regulatory authorities and the Commission in accordance with 16 Tex. Admin. Code § 7.315.
6. The Signatories agree that a net plant amount of \$151,586,096 as of March 31, 2023, is prudent, used and useful, just and reasonable and appropriately included in the Company's rate base.
7. The Signatories agree that in addition to the net plant amount of \$151,586,096 referenced in Paragraph 6 of this Unanimous Settlement Agreement, SiEnergy is entitled to recover as part of the Company's next rate case an additional \$6,561,803 in net plant as of March 31, 2023, related to plant held for future use, as such amounts are not reflected in the net plant amount referenced in Paragraph 6 of this Unanimous Settlement Agreement. Signatories further agree that this amount is appropriate for recovery in the next rate case, subject to the Company providing evidence in that case that the plant is used and useful, connected to and capable of delivering gas to active customers, and prudent.
8. The Signatories agree that to the extent SiEnergy's future rate case filings include developer reimbursements or fees under a Natural Gas System Development Agreement or any other

similar agreement with a developer, the Company will specifically identify the amounts sought to be recovered in direct testimony, schedules, and workpapers to aid in the regulatory review of such costs.

9. The Signatories agree that the Company is entitled to recover its Winter Storm Uri regulatory asset in the amount of \$929,680 over a six (6) year amortization period.
10. The Signatories agree to the depreciation rates reflected in Exhibit C to this Unanimous Settlement Agreement.
11. The Signatories agree that it is not necessary to establish Interim Rate Adjustment (IRA) factors in this rate proceeding as SiEnergy will not utilize the provisions of Tex. Util. Code § 104.301 prior to its next Statement of Intent filing.
12. SiEnergy agrees that it will maintain historical records relating to its gas cost purchases for ten years or until the resolution of a subsequent Statement of Intent filing.
13. The Signatories agree that SiEnergy has fully satisfied all requirements set forth in Gas Utilities Docket (“GUD”) No. 10695 and Gas Utilities Accounting Order (February 27, 2018) and Order Nunc Pro Tunc (March 20, 2018) issued in GUD No. 10695, relating to Regulatory Accounting Related to Federal Income Tax Changes.
14. The Signatories agree that the Company has fully satisfied all requirements set forth in the Final Order in the Company’s last rate case, GUD No. 10679.
15. The Signatories agree that, unless and until Commission policy or rules regarding recovery of meals and hotels change, SiEnergy will adhere, for the purposes of rate recovery, to the Commission’s current limits of \$25.00 for meals, exclusive of tax and tip, and \$175.00 for hotels, exclusive of tax.
16. The Signatories agree that the September 10, 2019, equity transaction between RI SiEnergy Holdings, LLC, ORIX AM Investments, LLC, and SiEnergy’s original investors entities is in the public interest pursuant to Tex. Util. Code § 102.051 and that the Company is authorized to amortize the acquisition adjustment over a period of 33.63 years.
17. SiEnergy, Cities and the City of Princeton represent that their reasonable rate case expenses incurred through July 31, 2023, and estimated rate case expenses incurred through completion of this case, are as follows:

	Actual Cost Through July 31, 2023	Estimated Cost to Completion	TOTAL
SiEnergy	\$437,895.91	\$15,000.00	\$452,895.91
Cities	\$115,005.00	\$6,800.00	\$121,805.00
Princeton	\$68,838.50	\$6,500.00	\$75,338.50
Total Rate Case Expenses	\$621,739.41	\$28,300.00	\$650,039.41

18. Exhibit D to this Unanimous Settlement Agreement are the affidavits and invoices supporting the rate case expenses that SiEnergy, Cities and the City of Princeton seek to recover. These amounts will be supplemented with additional invoices as they are processed. The Signatories agree that the amounts represented above are reasonable and recoverable pursuant to Tex. Util. Code § 103.022. The Signatories agree that rate case expenses shall be recovered through a uniform volumetric surcharge and that the recovery period for the applicable surcharge to recover rate case expenses shall be thirty-six (36) months. The Signatories agree that the Commission should authorize recovery of the rate case expenses recited above in this proceeding and at the same time as it approves this Unanimous Settlement Agreement.
19. The Signatories agree that the Company will reimburse the City of Princeton and Cities in the respective amounts approved for rate case recovery within 30 days of the Commission's final order approving this Unanimous Settlement Agreement.
20. The Signatories agree that equal recovery of rate case expenses arising from this proceeding from all customers within all incorporated and unincorporated areas served by SiEnergy in Texas is appropriate and reasonable and that good cause exists to support equal recovery of rate case expenses from all customers within all incorporated and unincorporated areas served by SiEnergy for the following reasons:
 - a. SiEnergy Litigation and Estimated expenses: Good cause exists to recover SiEnergy litigation and estimated expenses equally from all customers, including customers within all incorporated and unincorporated areas served by SiEnergy in North, Central and South Texas. The intent of 16 Tex. Admin. Code § 7.5530(e) is to allocate rate case expenses to the participating parties according to which party caused the expenses to be incurred; therefore, it is reasonable to seek recovery of rate case expenses from all customers who benefit from the settlement agreement in this case, which includes all customers within all incorporated and unincorporated areas served by SiEnergy in North, Central and South Texas. Recovery of these expenses is also necessary in the interest of justice.
 - b. Cities Litigation and Estimated expenses: Good cause exists to recover Cities' litigation and estimated expenses equally from all customers, including customers within all incorporated and unincorporated areas served by SiEnergy in North, Central and South Texas, because the Cities' participation in OS-23-00013504 resulted in this Unanimous Settlement Agreement, which benefits all such customers, and doing so is necessary in the interest of justice.
 - c. City of Princeton Litigation and Estimated expenses: Good cause exists to recover the City of Princeton's litigation and estimated expenses equally from all customers, including customers within all incorporated and unincorporated areas served by SiEnergy in North, Central and South Texas, because the City of Princeton's participation in OS-23-00013504 resulted in this Unanimous Settlement Agreement, which benefits all such customers, and doing so is necessary in the interest of justice.

21. SiEnergy shall file annually a rate case expense compliance filing with the Railroad Commission of Texas, Oversight and Safety Division, referencing OS-23-00013504. The report shall include the amount of rate case expense recovered by month and the outstanding balance by month as set out in Rate Schedules Rate RCE-I and RCE-U. The Signatories agree to and propose the inclusion of the following Findings of Fact and Ordering Paragraph in the Final Order in this docket:
 - a. Finding of Fact: It is reasonable that SiEnergy, Cities and the City of Princeton submit to Commission Staff invoices reflecting actual rate case expenses with sufficient detail so that Commission Staff can accurately audit such invoices for the purposes of reconciling actual rate case expenses to estimated rate case expenses. In no case shall the total actual expenses exceed the actual expenses submitted to the Commission as of July 31, 2023, plus the approved estimated expenses, totaling \$650,039.41.
 - b. Finding of Fact: It is reasonable that SiEnergy file an annual Rate Case Expense Compliance Filing with Commission Staff detailing the balance of actual plus estimated rate case expenses at the beginning of the annual period, the amount collected by customer class, and the ending or remaining balance within ninety (90) days after each calendar year end.
 - c. Ordering Paragraph: IT IS FURTHER ORDERED that SiEnergy file an annual Rate Case Expense Compliance Filing with Commission Staff detailing recovery of rate case expenses as described in Finding of Fact No. __ within ninety (90) days after each calendar year end until the calendar year end in which the rate case expenses are fully recovered.

22. The Signatories agree to and propose the inclusion of the following Ordering Paragraphs in the Final Order in this docket:
 - a. Ordering Paragraph: IT IS FURTHER ORDERED that within 30 days of this Final Order, in accordance with 16 Tex. Admin. Code § 7.315 (Filing of Tariffs), SiEnergy shall electronically file its rate schedules in proper form that accurately reflect the rates in Attachment 1 approved in this Final Order. The tariffs shall incorporate rates, rate design, and service charges consistent with this Order, as stated in the findings of fact and conclusions of law and shown on the attached Schedules.
 - b. Ordering Paragraph: IT IS FURTHER ORDERED that any incremental change in rates approved by this Final Order and implemented by SiEnergy shall be subject to refund unless and until SiEnergy's tariffs are electronically filed and accepted by the Gas Services Department in accordance with 16 Tex. Admin. Code § 7.315.
 - c. Ordering Paragraph: IT IS FURTHER ORDERED that when instituting initial rates that are different from rates approved by this Final Order, SiEnergy shall notify the regulatory authority with original jurisdiction over the rates and the Commission at least 60 days in advance of instituting initial rates.


23. The Signatories agree that SiEnergy has met the affiliate standard under Tex. Util. Code § 104.055 with respect to all affiliate charges and the affiliate expenses included in the Statement of Intent, which is \$4,069,501, are just and reasonable and should be recovered in rates.
24. The Signatories agree to the admission of the following items, including any confidential portions:
 - a. the Statement of Intent to Increase Gas Utility Rates Within the Unincorporated Areas Served by SiEnergy, LP in North, Central and South Texas, filed on May 5, 2023, inclusive of all attachments, direct testimony and exhibits;
 - b. the Petition for Review from the rate action of the City of Princeton and related motion for consolidation filed on June 20, 2023 in Case No. 00014351;
 - c. the Affidavit of Ken Lynch attesting to provision of notice to all customers of SiEnergy, filed on July 19, 2023; and
 - d. the Unanimous Settlement Agreement, including all exhibits.
25. The Signatories agree to support and seek Commission approval of this Unanimous Settlement Agreement. The Signatories further agree to make all efforts to present the Commission with this Unanimous Settlement Agreement at either the August 22 or September 19, 2023 Commission Open Meeting.
26. Except as may be allowed under Rule 408 of the Texas Rules of Evidence, the Signatories agree that all negotiations, discussions, and conferences related to the Unanimous Settlement Agreement are privileged and inadmissible to prove the validity or invalidity of any issue raised by or presented in this proceeding.
27. The Signatories agree that neither this Unanimous Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by the Commission of an order approving this Unanimous Settlement Agreement.
28. The Signatories agree that the terms of the Unanimous Settlement Agreement are interdependent and indivisible, and that if the Commission intends to enter an order that is inconsistent with this Unanimous Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Signatory's entry into the Unanimous Settlement Agreement or its subsequent withdrawal and further agrees that SiEnergy's application to increase rates will be remanded for hearings.
29. The Signatories agree that this Unanimous Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes. The matters resolved herein are resolved on the basis of a compromise and settlement. Except to the extent the Unanimous Settlement Agreement governs a Signatory's rights and

obligations for future periods, this Unanimous Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding. Each Signatory acknowledges that a Signatory's support of the matters contained in this Unanimous Settlement Agreement may differ from the position taken or testimony presented by it in other dockets or other jurisdictions. To the extent that there is a difference, a Signatory does not waive its position in any of those other dockets or jurisdictions. Because this is a stipulated resolution, no Signatory is under any obligation to take the same positions as set out in this Unanimous Settlement Agreement in other dockets or jurisdictions, regardless of whether other dockets present the same or a different set of circumstances, except as otherwise may be explicitly provided by this Unanimous Settlement Agreement. Agreement by the Signatories to any provision in this Unanimous Settlement Agreement will not be used against any Signatory in any future proceeding with respect to different positions that may be taken by that Signatory.

30. The provisions of this Unanimous Settlement Agreement are intended to relate to only the specific matters referred to herein. By agreeing to this Unanimous Settlement Agreement, no Signatory waives any claim it may otherwise have with respect to issues not expressly provided for herein. The Signatories further understand and agree that this Unanimous Settlement Agreement represents a negotiated settlement of all issues in this proceeding.
31. The Signatories agree that this Unanimous Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this 9th day of August 2023.

SIENERGY, LP

By: 
Ann M. Coffin
Attorney for SiEnergy, LP

CITIES SERVED BY SIENERGY

By: /s/Jamie L. Mauldin w/permission CGA
Jamie L. Mauldin
Attorney for Cities Served by SiEnergy

CITY OF PRINCETON

By: /s/Alfred R. Herrera w/permission CGA
Alfred R. Herrera
Attorney for City of Princeton

STAFF OF THE RAILROAD COMMISSION OF TEXAS

By: /s/Natalie Dubiel w/permission CGA
Natalie Dubiel
Attorney for Staff of the Railroad Commission of Texas

ATTACHMENT 2

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

**Rate Schedule DEF-I
Cities and Counties Served by SiEnergy, LP**

Applicable to: All incorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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The following municipalities are served by SiEnergy LP (“SiEnergy”):

Municipalities

1. Austin
2. Celina
3. Conroe
4. Fate
5. Forney
6. Fort Worth
7. Fulshear
8. Grand Prairie*
9. Houston
10. Manor
11. Mansfield
12. Missouri City
13. Princeton
14. Sugar Land
15. Waxahachie*

*SiEnergy does not currently serve customers in the municipalities of Grand Prairie and Waxahachie, but may by the time that new rates are established in Docket No. OS-23-00013504.

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule DEF-I

DEFINITIONS

Applicable to: All incorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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“*Applicant*” means any person, organization or group of persons or organizations making a formal request either orally or in writing for gas service from the Company.

“*Btu*” means British thermal unit(s) and will be calculated on a temperature base of sixty degrees (60°) Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and will not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and “*MMBtu*” will mean one million (1,000,000) Btu.

“*Ccf and Mcf*” means for “*Ccf*,” one hundred (100) Standard Cubic Feet of Gas, where one Standard Cubic Foot of gas is the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen and sixty-five hundredths (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit; and, for “*Mcf*,” one thousand (1,000) Standard Cubic Feet of Gas.

“*Commission or The Commission*” means the Railroad Commission of Texas.

“*Commodity Cost of Gas*” means the portion of the cost of gas service recovered by the Company through any Gas Cost Recovery Adjustment Rate Schedule.

“*Company*” means SiEnergy, LP, its successors, and its assigns.

“*Consumer*” means any person or organization receiving gas service from the Company for his or her own appliances or equipment whether or not the gas is billed directly to him or her. (For example, a rental unit where the utilities are part of the rent, the landlord is a Customer and the tenant is a Consumer.)

“*Customer*” means any person or organization being billed for gas service whether used by him or her, or by others. Customer also means a Consumer that subscribes to natural gas services provided by SiEnergy.

“*Consumption*” means the volumes consumed by a Customer during a volumetric read period.

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule DEF-I

DEFINITIONS

Applicable to: All incorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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“*Expedited Service*” means a Customer request for same day or other acceleration of service relative to the Company’s standard scheduling process.

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

“*General Gas Service*” means all service other than Residential Gas Service and that includes purchase of the Commodity Cost of Gas from the Company. General Gas Service Consumers include commercial Consumers engaged in the sale or furnishing of goods and services; industrial Consumers engaged primarily in processes that change raw or unfinished materials into another form of product; public authorities, including all governmental agencies and authorities; schools whether public or privately held; and, Consumers utilizing gas for any other purpose not otherwise provided for herein.

“*General Service Customer*” means any person, individual, family, partnership, association, joint venture, corporation, etc., or governmental agency or organization being billed for General Gas Service. A General Service Customer also includes any Consumer that subscribes to natural gas services provided by SiEnergy for purposes of General Gas Service.

“*Month*” means the period beginning at 9:00 a.m. Central clock time on the first Day of each calendar month and ending at 9:00 a.m. Central clock time on the first Day of the next succeeding calendar month.

“*Overtime Fee*” means the fee charged by the Company to perform work outside its normal business hours or on holidays and includes changes to previously scheduled work that must be performed outside Company’s normal business hours.

“*Rate Schedule*” means a statement of the method of determining charges for gas service, including the conditions under which such method applies.

“*Regulatory Authority*” means the City Council or equivalent municipal governing body of each respective city in the Company’s Service Area, or the Railroad Commission of Texas, as applicable.

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule DEF-I

DEFINITIONS

Applicable to: All incorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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“*Residential Gas Service*” means gas service used directly for domestic purposes including heating, air conditioning, cooking, water heating, pool water heating and other similar purposes, whether in a single dwelling, in a dwelling unit of a multiple dwelling facility, in a residential apartment unit, in a condominium unit, in a dwelling unit that is operated by a public housing agency acting as an administrator of public housing under the direction of the U.S. Department of Housing and Urban Development, or in other similar individual dwelling units.

“*Residential Customer*” means any person, individual, family, partnership, association, joint venture, corporation, etc., or governmental agency or organization being billed for *Residential Gas Service* that is individually metered at the point of delivery, whether such service is used by that Customer or by others. A *Residential Customer* also includes any *Consumer* that subscribes to natural gas services provided by SiEnergy for purposes of *Residential Gas Service*.

“*Service Area*” means the area receiving gas utility service provided by the Company under the terms of this Rate Schedule.

“*Special Rate Schedule*” means a rate schedule designed for a specific Customer.

“*System*” means any group of interconnected pipelines and appurtenances owned or operated by the Company and independent from any other such group of facilities.

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

“*Temporary*” means any service that will not be utilized continuously at the same location by the same Customer.

“*Year*” means a period of three hundred sixty-five (365) consecutive Days, or three hundred sixty-six (366) consecutive Days when such period includes a February 29.

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule M-I

RATE M-I – MISCELLANEOUS FEES AND DEPOSITS

Applicable to: All incorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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Application of Schedule

The fees and deposits listed shall be assessed in addition to any other charges applicable under the Company’s Rate Schedule for Gas Service and will be applied for the conditions and services described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company’s actual cost, plus appropriate surcharges.

Missed Appointments

If a Customer makes an appointment with the Company for the provision of any of the following services, but fails to appear, the applicable fee will be assessed for the missed appointment(s) as well as being assessed when the service is ultimately provided.

Number	Name and Description	Amount
M.1	<p>Connection/Reconnection Charge During Business Hours During standard business hours, 8:00 a.m.-5:00 p.m. Monday through Friday, for each reconnection of gas service where service has been discontinued at the same premises for any reason, for the initial inauguration of service, and for each inauguration of service when the billable party has changed, with the following exceptions:</p> <ul style="list-style-type: none"> • For a builder who uses gas temporarily during construction or for display purposes; • Whenever gas service has been temporarily interrupted because of System outage or service work done by Company; or • For any reason deemed necessary for Company operations. 	\$ 65.00
M.2	<p>Connection/Reconnection Charge After Business Hours After standard business hours, for each reconnection of gas service where service has been discontinued at the same premises for any reason, for the initial inauguration of service, and for each inauguration of service when the billable party has changed, with the following exceptions:</p> <ul style="list-style-type: none"> • For a builder who uses gas temporarily during construction or for display purposes; • Whenever gas service has been temporarily interrupted because of System outage or service work done by Company; or • For any reason deemed necessary for Company operations. 	\$ 97.00

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule M-I

RATE M-I – MISCELLANEOUS FEES AND DEPOSITS

Applicable to: All incorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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Number	Name and Description	Amount
M.3	<p>Field Read of Meter Charge to an existing Customer for the Company to read the meter at a currently served location at the request of the existing Customer for any purpose other than connection or reconnection of service by that Customer. For charges to a Customer to initiate or reconnect service, refer to Service Charge 1–Connection/Reconnection and Service Charge 2–Connection /Reconnection After Business Hours.</p>	\$ 60.00
M.4	<p>Returned Check Charges Returned check handling charge for each check returned to Company for any reason.</p>	\$ 35.00
M.5	<p>Temporary Discontinuance of Service Whenever service has been temporarily disconnected at the request of the Customer, this charge plus the appropriate Connection Charge will be made to reestablish such service for that Customer at the same address.</p>	\$ 65.00
M.6	<p>Meter Testing The Company shall, upon request of a Customer, make a test of the accuracy of the meter serving that Customer. The Company shall inform the Customer of the time and place of the test and permit the Customer or his authorized representative to be present if the Customer so desires. If no such test has been performed within the previous four (4) years for the same Customer at the same location, the test shall be performed without charge. If such test has been performed for the same Customer at the same location within the previous four (4) years, the Company will charge the Meter Testing Fee. The Customer must be properly informed of the result of any test on a meter that services him.</p>	\$ 190.00
M.7	<p>Charge for Service Calls During Business Hours A Service Call Charge is made for responding to a service call during standard business hours that is determined to be a Customer related problem rather than a Company or Company facilities problem.</p>	\$ 60.00
M.8	<p>Charge for Service Calls After Business Hours A Service Call Charge is made for responding to a service call after standard business hours that is determined to be a Customer related problem rather than a Company or Company facilities problem.</p>	\$ 90.00

**RATE SCHEDULE FOR GAS SERVICE
 SIENERGY, LP**

Rate Schedule M-I

RATE M-I – MISCELLANEOUS FEES AND DEPOSITS

Applicable to: All incorporated areas served by SiEnergy, LP

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Number	Name and Description	Amount
M.9	Tampering Charge No Company Meters, equipment, or other property, whether on Customer’s premises or elsewhere, are to be tampered with or interfered with for any reason. A Tampering Charge is made for unauthorized reconnection or other tampering with Company metering facilities or a theft of gas service by a person on the Customer’s premises or evidence by whomsoever at Customer’s premises. An additional cost for the cost of repairs and/or replacement of damaged facilities and the installation of protective facilities or relocation of meter are made at cost plus appropriate charges as may be detailed in the Company’s Service Rules and Regulations.	\$ 125.00
M.10	Credit/Debit Card Payments Charge Bill payments using credit cards, debit cards, and electronic checks (includes third-party transaction fees and administrative costs).	Actual Cost
M.11	Pool or Upgraded Meter Installation Charge Fee to install meter and regulators to support higher or multiple pressure requirements on a residential service line.	\$ 280.00
M.12	Expedited Service and Overtime Fee A Customer’s request for expedited service may be scheduled at any time to fit the Company’s work schedule, and an Expedited Service charge will be collected. The Company will not be obligated to provide Expedited Service when the personnel and resources to do so are not reasonably available. This Fee represents the minimum charge for Expedited Service. For Expedited Service requiring more than one hour to perform, the Fee will represent a rate per hour of time multiplied by the total time required to perform the requested Expedited Service, incremented in 15-minute intervals. This fee will be charged in addition to any other applicable fees.	\$ 95.00
M.13	History Research Fee A fee will be charged for services related to account history research and/or provision of Customer accounting/billing history documentation.	\$ 30.00
M.14	No Access Fee A fee will be charged to a Customer who, through padlocks, fencing, animals or other means, prevents access to the Company’s meter or other equipment located on the Customer’s premise.	\$ 35.00
M.15	Police Escort Fee A fee will be charged for the Company to access a meter when the Company is required to use law enforcement personnel to escort it into locked sites or sites requiring animal control. The Company will charge the stated amounts or current rate charged by the entity providing the police escort for this service.	Actual Cost

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Applicable to: All incorporated areas served by SiEnergy, LP

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Number	Name and Description	Amount
M.16	<p>Costs Associated with Certain Stand-By Gas Generators Customers installing stand-by gas generators to provide service in the event of an interruption in electric service in facilities where gas service is not otherwise adequate to operate the stand-by gas generators will reimburse the Company for the actual cost of acquiring and installing the additional and/or upgraded regulator, service line, and meter required to provide gas service for the stand-by generators. The subsequent gas service provided for the stand-by generators will be billed at the rate applicable for other gas service to the class of Customer making the request.</p>	Actual Cost
M.17	<p>Line Extensions The Company has the right to contract with individual Customers for the installation of gas facilities. Upon the request of a prospective new Customer for service in an area served by SiEnergy, LP, will extend its main lines up to 100 feet from an existing SiEnergy, LP main in the Public Rights of Way, without charge. The 100-foot allowance applies to a single Customer or to a group of Customers requesting service from the same extension. Customers requesting mainline extensions in excess of 100 feet shall bear the actual cost of any additional mainline, the cost of all yard and service lines, and the cost of any appurtenant equipment and other costs necessary to install the extension, including applicable overhead charges. SiEnergy, LP is not required to extend its mains or facilities if the Customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.</p>	Actual Cost
M.18	<p>Customer Deposits Minimum deposit Residential Gas Service Minimum deposit General Gas Service Additional deposits may be required in accordance with Rate Schedule QSR-I – Quality of Service Rules</p>	<p>\$ 75.00 \$ 250.00</p>

Taxes and Franchise Fees (Rate Schedule TFF-I)

Other than with respect to M.18 – Customer Deposits, the amounts charged under Rate M-I are subject to all applicable taxes and fees in accordance with the provisions of Rate Schedule TFF-I – Taxes and Franchise Fees.

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule RS-I

RATE RS-I – RESIDENTIAL SALES

Applicable to: All incorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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Application of Schedule

This Schedule is applicable to all Customers meeting the definition of “Residential Customers” under Rate Schedule DEF-I – Definitions.

Monthly Base Rate

Each Customer’s base monthly bill will be calculated using the following Customer and Ccf charges:

<u>Charge</u>	<u>Amount</u>
Customer Charge	\$19.25 per month, plus
All Ccf @	\$0.6511 per Ccf

In addition to the base monthly bill calculated using the Monthly Base Rates above, each Customer’s monthly bill shall be increased by amounts pursuant to the following:

Gas Cost Recovery Adjustment (Rate Schedule GCRA)

Amounts billed for the commodity cost of gas in accordance with the provisions of Rate Schedule GCRA – Gas Cost Recovery Adjustment.

Weather Normalization Adjustment (Rate Schedule WNA)

Amounts billed to eliminate the effect of non-normal weather in accordance with the provisions of Rate Schedule WNA – Weather Normalization Adjustment.

Rate Case Expense Recovery (Rate Schedule RCE-I)

Amounts billed for the recovery of rate case expenses in accordance with the provisions of Rate Schedule RCE-I – Rate Case Expense.

Surcharges (Rate Schedule SUR)

All applicable surcharges in accordance with the provisions of Rate Schedule SUR-Rider.

Taxes and Franchise Fees (Rate Schedule TFF-I)

All applicable taxes and fees in accordance with the provisions of Rate Schedule TFF-I – Taxes and Franchise Fees, including fees pertaining to the Monthly Base Rate bill, GCRA charges, WNA charges, RCE-I charges, and any other charge that is subject to taxes and fees described therein.

Other Conditions and Surcharges

Subject in all respects to applicable laws, rules and regulations from time to time in effect. In addition to the monthly charges above, each Customer’s bill will include amounts required to be billed in accordance with any additional applicable rates, riders, surcharges or fees.

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule GSS-I

RATE GSS-I - GENERAL SERVICE SMALL

Applicable to: All incorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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Application of Schedule

This Schedule is applicable to all Customers meeting the definition of “General Service Customers” under Rate Schedule DEF-I – Definitions (i.e., non-Residential Customers) whose annual usage is 30,000 Ccf or less.

Monthly Base Rate

Each Customer’s base monthly bill will be calculated using the following Customer and Ccf charges:

<u>Charge</u>	<u>Amount</u>
Customer Charge	\$42.50 per month, plus
All Ccf @	\$0.6958 per Ccf

In addition to the base monthly bill calculated using the Monthly Base Rates above, each Customer’s monthly bill shall be increased by amounts pursuant to the following:

Gas Cost Recovery Adjustment (Rate Schedule GCRA)

Amounts billed for the commodity cost of gas in accordance with the provisions of Rate Schedule GCRA – Gas Cost Recovery Adjustment.

Rate Case Expense Recovery (Rate Schedule RCE-I)

Amounts billed for the recovery of rate case expenses in accordance with the provisions of Rate Schedule RCE-I – Rate Case Expense.

Surcharges (Rate Schedule SUR)

All applicable surcharges in accordance with the provisions of Rate Schedule SUR-Rider.

Taxes and Franchise Fees (Rate Schedule TFF-I)

All applicable taxes and fees in accordance with the provisions of Rate Schedule TFF-I – Taxes and Franchise Fees, including fees pertaining to the Monthly Base Rate bill, GCRA charges, WNA charges, RCE-I charges, and any other charge that is subject to taxes and fees described therein.

Other Conditions and Surcharges

Subject in all respects to applicable laws, rules and regulations from time to time in effect. In addition to the monthly charges above, each Customer’s bill will include amounts required to be billed in accordance with any additional applicable rates, riders, surcharges or fees.

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule GCRA

RATE GCRA – GAS COST RECOVERY ADJUSTMENT

Applicable to: All incorporated and unincorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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Application of Schedule

This clause shall apply to all SiEnergy gas rate schedules that incorporate this Rate GCRA - Gas Cost Recovery Adjustment rate schedule provision and which have been properly filed and implemented with the appropriate jurisdictional authority.

Purpose and Intent

This provision is intended to allow collection of the gas purchase costs of SiEnergy, LP, (hereinafter “SiEnergy” or the “Company”) in a manner that will lessen monthly fluctuations in the Gas Cost Recovery Adjustment and ensure that actual costs billed to Customers are fully reconciled with actual costs incurred, subject to limitations for excessive lost and unaccounted-for gas. The billing methods set forth herein are intended to be followed to the extent the goals are realized. To the extent billing methods fail to achieve these goals, the GCRA methodology shall be revised and a revised rate schedule shall be filed to reflect such revisions. SiEnergy will make appropriate regulatory filings and obtain regulatory approvals, as required, before making and implementing changes to its GCRA rate schedule.

Definitions

Standard Cubic Foot of Gas – the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen and sixty-five hundredths (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit.

Ccf – one hundred standard cubic feet of gas.

Mcf – one thousand standard cubic feet of gas.

Purchased Gas Volumes - The volumes of gas, expressed in Mcfs, purchased by the Company and received into the Company’s distribution systems from all sources, including withdrawals from storage, and excluding gas injected into storage.

Purchased Gas Cost(s) - The total cost of Purchased Gas Volumes, as received into the Company’s distribution systems, all as more specifically described herein.

Weighted Average Cost of Gas - The Purchased Gas Costs divided by the Purchased Gas Volumes, calculated on a monthly basis, and expressed as dollars per Mcf.

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule GCRA

RATE GCRA – GAS COST RECOVERY ADJUSTMENT

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Billed Gas Volumes - The volumes of gas billed to Customers, plus volumes of gas billed to third parties following losses or damages, expressed in Mcfs.

Billed Gas Revenues - The total amount of revenues attributable to billings by SiEnergy for Purchased Gas Costs during a given period, exclusive of any billings for any Reconciliation Adjustment during the same period.

Lost and Unaccounted-for Gas (LUG) - Purchased Gas Volumes minus the sum of Billed Gas Volumes and metered Company used gas.

Gas Cost Recovery Adjustment (GCRA) - An Adjustment on each Customer's monthly bill, expressed in dollars per Ccf, to reflect the Purchase Gas Costs and the Reconciliation Adjustment, all as more specifically described herein.

Annual Review Period - The 12-month period ending June 30 of each year.

Annual Review - An annual review of the Company's records covering the 12-month period ending June 30 to determine LUG volumes and any imbalances between the Purchased Gas Costs and Billed Gas Revenues existing at the end of the Annual Review Period.

Annual Imbalance Total - The total amount determined through the Annual Review to be credited or surcharged to Customers' bills in order to balance Purchased Gas Costs with Billed Gas Revenues.

Reconciliation Adjustment - A credit or surcharge included in the Gas Cost Recovery Adjustment to reflect the pro-rated adjustment in billings for any over or under collections on an annual basis.

Record Keeping

The Company shall keep accurate records of all gas metered in and out of its system, gas purchases, and Company-owned gas injected into and withdrawn from storage, and any adjustments relative to any imbalances for a period of ten (10) years or until the resolution of a subsequent Statement of Intent. The records shall include date, quantity, and cost details for all gas handled.

Gas Cost Recovery Adjustment Calculation

The Gas Cost Recovery Adjustment shall be determined for each month to fairly and accurately reflect the cost to the Company at the points of delivery into the Company's distribution systems.

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule GCRA

RATE GCRA – GAS COST RECOVERY ADJUSTMENT

Applicable to: All incorporated and unincorporated areas served by SiEnergy, LP

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Gas Cost Recovery Adjustment Calculation (continued)

The determination shall include, but not be limited to, volumetric and demand charges for Purchased Gas Volumes, fees paid to others where such fees are integrally tied to the purchase or transportation of gas purchased by SiEnergy, pipeline transportation charges (both volumetric and demand), and gas storage charges (both volumetric and demand). The Company shall account for gas injected into and withdrawn from storage on a weighted average cost basis.

Each Customer bill shall include a Gas Cost Recovery Adjustment reflecting the estimated Weighted Average Cost of Gas for the period covered by the bill, which estimate shall include, as applicable, a pro-rata amount to adjust for previous over or under estimates of the Weighted Average Cost of Gas, plus a Reconciliation Adjustment to account for any Annual Imbalance Total.

Annual Review

For each Annual Review Period, the Company shall determine (i) the amount of any imbalance between the Purchased Gas Costs and Billed Gas Revenues, and (ii) the LUG volume for the Annual Review Period. As limited by the LUG volume limitation set forth below, the Annual Imbalance Total shall then be credited or surcharged to the Customers' bills over a twelve-month period commencing each September 1 following the Annual Review Period.

Accrual Imbalance Total - LUG Volume less than five percent of Purchased Gas Volumes or LUG Volume is negative

If the Annual Review shows the LUG volume for the Annual Review Period to be less than five percent of the Purchased Gas Volumes, or if the LUG volume is negative (indicating a line gain), the Accrual Imbalance Total shall be the difference between the total Purchased Gas Cost and the total Billed Gas Revenues for the Annual Review Period.

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule GCRA

RATE GCRA – GAS COST RECOVERY ADJUSTMENT

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Annual Imbalance Total - LUG Volume is positive and is greater than five percent of Purchased Gas Volumes

If the Annual Review shows the LUG volume for the Annual Review Period to be positive and to be greater than five percent of the Purchased Gas Volumes, the Annual Imbalance Total shall be determined as follows:

- (1) The difference between the total Purchased Gas Costs and the total Billed Gas Revenues for the Annual Review Period shall be determined.
- (2) Minus, the Purchased Gas Costs attributable to LUG volumes in excess of 5% of the Purchase Gas Volumes, using the Company's Weighted Average Cost of Purchased Gas for the Review Period.

Reconciliation Adjustment Calculation

The Annual Imbalance Total (whether positive or negative) shall be credited or surcharged over twelve months in equal total amounts per month. The recovery shall be through a Reconciliation Adjustment included in the Purchased Gas Adjustment. The Reconciliation Adjustment for each month shall be determined as follows:

- (1) Each month of the twelve-month reconciliation period, the Reconciliation Adjustment, expressed in Ccfs, shall be calculated by dividing the amount to be credited or surcharged during that month (which amount shall include, as necessary, an amount to correct for any previous over or under estimates of Billed Gas Volumes during the previous month or months in the same reconciliation period), by the estimated Billed Gas Volumes for the month.
- (2) At the end of each 12-month period, any remaining balance in the Annual Imbalance Total shall be included in any Annual Imbalance Total to be credited or surcharged during the successor 12 -month period.

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule GCRA

RATE GCRA – GAS COST RECOVERY ADJUSTMENT

Applicable to: All incorporated and unincorporated areas served by SiEnergy, LP

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Annual Reconciliation Report

The Company shall file an Annual Reconciliation Report with the Regulatory Authority, which shall include but not necessarily be limited to:

- (1) A tabulation of volumes of gas purchased and costs incurred listed by account or type of gas, supplier and source by month for the twelve months ending June 30.
- (2) A tabulation of gas units sold to general service customers and related Cost of Gas Clause revenues.
- (3) A description of all other costs and refunds made during the year and their effect on the Cost of Gas Clause to date.
- (4) A description of the imbalance payments made to and received from the Company's transportation customers within the service area, including monthly imbalances incurred, the monthly imbalances resolved, and the amount of the cumulative imbalance. The description should reflect the system imbalance and imbalance amount for each supplier using the Company's distribution system during the reconciliation period.

The Company shall file the Annual Reconciliation Report with the Commission addressed to the Director of Oversight and Safety Division and reference Docket No. OS-23-00013504. The Report shall detail the monthly collections for the GCRA surcharge by customer class and show the accumulative balance.

Reports for the Commission should be filed electronically at GUD_Compliance@rrc.texas.gov or at the following address:

Compliance Filing
Oversight and Safety Division
Gas Services Dept.
Railroad Commission of Texas
P.O. Drawer 12967
Austin, TX 78711-2967

Taxes and Franchise Fees (Rate Schedule TFF-I)

Subject to all applicable taxes and fees in accordance with the provisions of Rate Schedule TFF-I – Taxes and Franchise Fees.

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule CRR

RATE CRR - CUSTOMER RATE RELIEF RATE SCHEDULE

Applicable to: All incorporated and unincorporated areas served by SiEnergy, LP

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

A. ABBREVIATIONS AND DEFINITIONS

- 1) Authority - The Texas Public Finance Authority, together with any successor to its duties and functions.
- 2) Bonds or Customer Rate Relief (“CRR”) Bonds - The “Texas Natural Gas Securitization Finance Corporation Customer Rate Relief Bonds, Series 2023” and any additional or different designation or title by which each series of Bonds shall be known as determined by the Issuer Entity.
- 3) Ccf and Mcf - For Ccf, one hundred (100) standard cubic feet of gas, where one (1) standard cubic foot of gas is the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen point sixty-five (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit; and, for Mcf, 1,000 standard cubic feet of gas.
- 4) Central Servicer - The entity engaged in accordance with the terms of the Financing Order to, amongst other things, engage the Participating Gas Utilities as collection agents for the purposes of facilitating collection and remittance of CRR Charges by Participating Gas Utilities, and perform the other services required of it under the Servicing Agreement (as defined in the Financing Order).
- 5) Commission - The Railroad Commission of Texas, including its staff or delegate.
- 6) CRR Charge True-Up Adjustment - A True-Up Adjustment (as defined in the Financing Order).
- 7) CRR Charge True-Up Charge Adjustment Letter - A true-up adjustment letter substantially in the form of Exhibit 3 to the Financing Order.

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- 8) CRR Scheduled Adjustment Date – January 1 and July 1 of each applicable year, provided that the CRR Scheduled Adjustment Date and any other deadlines or target dates related thereto, shall be subject to modification prior to the date of the Bonds so as to reflect the terms of the Servicing Agreement.
- 9) Customer Rate Relief (“CRR”) Charge - A nonbypassable charge as defined in Tex. Util. Code § 104.362(7).
- 10) Financing Order - The order adopted under Tex. Util. Code § 104.366 approving the issuance of CRR Bonds and the creation of Customer Rate Relief Property and associated CRR Charges for the recovery of regulatory assets, including extraordinary costs, related financing costs, and other costs authorized by the Financing Order.
- 11) Gas Utility – SiEnergy, LP (“SiEnergy”) and its successors and assignees, an operator of natural gas distribution pipelines that delivers and sells natural gas to the public and that is subject to the Commission’s jurisdiction under Tex. Util. Code § 102.001, or an operator that transmits, transports, delivers, or sells natural gas or synthetic natural gas to operators of natural gas distribution pipelines and whose rates for those services are established by the Commission in a rate proceeding filed under Chapter 104 of the Utilities Code, within the service area.
- 12) Irrevocable - The Financing Order, together with the Customer Rate Relief Property as defined by Tex. Util. Code § 104.362(8) and the CRR Charges authorized by the Financing Order, are irrevocable and not subject to reduction, impairment, or adjustment by further action of the Commission, except in connection with true-ups authorized by the Financing Order.
- 13) Issuer Entity - Texas Natural Gas Securitization Finance Corporation, a Texas nonprofit public corporation established by the Authority, or any successor created pursuant to Tex. Gov’t Code § 1232.1072.
- 14) Large Participating Gas Utility - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex, and CenterPoint Energy Texas Gas; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and any Participating Gas Utility or Successor Utility (as defined in the Financing Order) each of whose Normalized Sales

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Volumes exceed 2.0% of the total aggregate Normalized Sales Volumes among all Participating Gas Utilities. Any calculation performed in connection with the preceding sentence shall be made on the basis of the most recently reported Normalized Sales Volumes and such calculation shall be performed by the Central Servicer annually no later than one (1) month after Normalized Sales Volumes are reported as regularly scheduled under Paragraph H hereof; provided that the Commission and/or Central Servicer may perform such calculation without any limitation in order to give effect to any merger, acquisition, disposition, divesture, spin-off or other transaction that would impact a Participating Gas Utility's share of the total aggregate Normalized Sales Volumes. The Commission or the Central Servicer shall promptly thereafter provide written notice to a Participating Gas Utility that subsequently becomes a Large Participating Gas Utility, which change shall take effect beginning on January 1 of the following calendar year.

- 15) Nonbypassable - CRR Charges must be paid by all existing or future customers receiving service from a Participating Gas Utility or such gas utility's successors or assigns.
- 16) Normalized Sales Volumes
 - a) for Large Participating Gas Utilities: All natural gas volumes projected to be billed for the upcoming twelve (12) month period in conjunction with the operation of a Participating Gas Utility's Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated to calculate the CRR Charges.
 - b) For other Participating Gas Utilities: All natural gas volumes billed in the preceding calendar year in conjunction with the operation of a Participating Gas Utility's Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs and normalized according to the methodology utilized in each Participating Gas Utility's application filed in Docket No. OS-21- 00007061, *Consolidated Applications For Customer Rate Relief and Related Regulatory Asset Determinations In Connection With The February 2021 Winter Storm*. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated in order to calculate the CRR Charges.

**RATE SCHEDULE FOR GAS SERVICE
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- 17) Participating Gas Utilities - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; Rockin' M Gas LLC d/b/a Bluebonnet Natural Gas LLC; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; SiEnergy, LP; Summit Utilities Arkansas Inc.¹, Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and Universal Natural Gas, LLC d/b/a Universal Natural Gas, Inc. or any Successor Utility (as defined in the Financing Order).
- 18) Sales Customer(s) - All active customers taking service under a Participating Gas Utility's Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs.

B. APPLICABILITY

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

C. TERM

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

D. SALES CUSTOMERS

For the purposes of billing the CRR Charges, all Sales Customers of SiEnergy shall be assessed the uniform volumetric charge identified below.

¹ Summit Utilities Arkansas, Inc. is the Successor Utility of CenterPoint Energy Arkla as of January 10, 2022.

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E. CRR CHARGE

The CRR Charge will be a monthly volumetric rate of \$0/Ccf. The CRR Charge is calculated in accordance with and subject to the provisions set forth in the Financing Order and will be adjusted at least annually based upon the CRR Charge true-up adjustment procedure. The CRR Charge shall be included in all Participating Gas Utility's Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. Participating Gas Utilities may reflect the CRR Charge according to the delivery pressures defined in Participating Gas Utilities' applicable tariffs. Such delivery pressure specific charges shall be equivalent to the CRR Charge as determined below at 14.65 per square inch, as defined above.

F. DETERMINATION OF CUSTOMER RATE RELIEF CHARGE

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

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

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

Step 2: Determination of CRR Charge
(D) Total CRR Charge Rate Revenue Requirement for Applicable Period
(E) CRR Charge per Normalized Sales Volumes (Mcf): (D / C)
<i>Thereof: CRR Charge for Sales Customers</i>

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule CRR

RATE CRR - CUSTOMER RATE RELIEF RATE SCHEDULE

Applicable to: All incorporated and unincorporated areas served by SiEnergy, LP

Effective Date: March 24, 2023

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G. CRR CHARGE TRUE-UP

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

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

H. CRR CHARGE TRUE-UP PROCEDURE

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

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule CRR

RATE CRR - CUSTOMER RATE RELIEF RATE SCHEDULE

Applicable to: All incorporated and unincorporated areas served by SiEnergy, LP

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approval of the True-Up Adjustment Letter shall be as set forth in the Servicing Agreement (it being understood such review is limited to determining if any mathematical or clerical errors are present in the application of the CRR Charge True-Up Adjustment relating to the appropriate amount of any over-collection or under-collection of CRR Charges and the amount of an adjustment).

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

I. TAXABILITY

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

**TARIFF FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule WNA

RATE WNA – WEATHER NORMALIZATION ADJUSTMENT

Applicable to: All Residential Customers served within all incorporated and unincorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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Application of Schedule

This Rate Schedule shall apply to all residential customers located within all incorporated areas served by SiEnergy, LP.

Purpose and Intent

This provision provides for the refund or surcharge to residential Customers of over or under collections of revenue due to colder or warmer than normal weather as established in the Company's most recent rate case that established the Rate Schedules applicable to the Customers.

Monthly calculation

In order to reflect weather variances in a timely and accurate manner, the Weather Normalization Adjustment ("WNA") shall be calculated separately for each billing cycle and rate schedule. The weather factors, determined in the most recent rate case, identify the value per Ccf of one heating degree day for Residential Customers. During each billing cycle, the applicable Weather Factor is multiplied by the difference between normal and actual heating degree days for the billing period, and by the number of Customers billed to yield the total WNA Ccf Adjustment. The resulting WNA Ccf Adjustment is then multiplied by the current applicable Base Rate per Ccf to determine the total WNA revenue adjustment. The WNA revenue adjustment is then spread to the Customers in the billing cycle on a prorated basis.

The Weather Normalization Adjustment rate for each Cycle shall be based on the following formula:

$$\text{WNA Rate} = (\text{WND} + \text{RC}) / \text{CMV}$$

$$\text{WND} = [(\text{HDD}_n - \text{HDD}_a) * \text{WF}_a] * \text{VR}$$

Definitions

WND - Weather Normalized Dollars to be collected each month as calculated by billing cycle route.

CMV - Current Month Volumes billed for each billing cycle route.

**TARIFF FOR GAS SERVICE
 SIENERGY, LP**

Rate Schedule WNA

RATE WNA – WEATHER NORMALIZATION ADJUSTMENT

Applicable to: All Residential Customers served within all incorporated and unincorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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HDD_n - Monthly Normal heating degree days for each billing cycle route. Monthly Normal heating degree days are defined as the sum of the daily normal heating degree days applicable to each billing cycle route each month. Normal daily HDD are defined as the normal daily HDD used in Case No. 00013504 to calculate normalized revenue.

HDD_a - Actual heating degree days for each billing cycle route. Monthly actual heating degree days are defined as the sum of the actual daily heating degree days applicable to each billing cycle route each month, as measured at the same weather stations used to calculate comparable HDD_n

VR - Volumetric cost of service rate for the applicable customer class.

RC – The monthly WNA Reconciliation Component, by billing cycle route, calculated pursuant to the annual compliance filing.

WF_a – Weather Factors by Area - as calculated in Docket No. OS-23-00013504 and reflected in the table below:

Weather Factors by Area

Customer Rate Schedule	Weather Period for WNA Calculation	Weather Factor CCF per HDD
South Texas - Houston Intercontinental Airport		
5-RSI Residential Incorporated	October – April	.231559
5-RSU Residential Unincorporated	October – April	.231559
Central Texas – Austin Bergstrom International Airport		
5-RSI Residential Incorporated	October – April	.125491
5-RSU Residential Unincorporated	October – April	.125491
North Texas – Dallas-Fort Worth Airport		
5-RSI Residential Incorporated	October – April	.108140
5-RSU Residential Unincorporated	October – April	.108140

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule WNA

RATE WNA – WEATHER NORMALIZATION ADJUSTMENT

Applicable to: All Residential Customers served within all incorporated and unincorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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Monthly Report

By the 25th day of the following month, the Company will file with the applicable Regulatory Authority a monthly report showing the current rate adjustments applicable to each rate schedule. Supporting documentation will be made available for review upon request.

Taxes and Franchise Fees (Rate Schedule TFF-I)

Subject to all applicable taxes and fees in accordance with the provisions of Rate Schedule TFF-I – Taxes and Franchise Fees.

Compliance

The Company shall file a reconciliation report on or before October 1st of each year. The Company shall file the report with the Commission addressed to the Director of Oversight and Safety Division and referencing Docket No. OS-23-00013504. The report shall be in Excel and shall show how the company calculated the WNA factor during the preceding winter season. If the report reflects either an over recovery or under recovery of revenues in any rate class, such amount if any, shall be prorated to each billing cycle route based on the volumes of each billing cycle route during the preceding winter season and divided by 7 (the number of months in the WNA season).

Reports for the Commission should be filed electronically at GUD_Compliance@rrc.texas.gov or at the following address:

Compliance Filing
Oversight and Safety Division
Gas Services Dept.
Railroad Commission of Texas
P.O. Drawer 12967
Austin, TX 78711-2967

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule RCE-I

RATE RCE-I – RATE CASE EXPENSES

Applicable to: All incorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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Application of Schedule

Applicable to all Customers as determined by the Commission in Docket No. OS-23-00013504.

Monthly RCE-I Rate

All Ccf during each billing period \$0.XXXX per Ccf

This schedule is for the recovery of rate case expenses and shall be in effect beginning on _____, 2023, for an approximate thirty-six (36) month period or until all approved expenses are collected. SiEnergy will recover \$_____ in actual expenses and up to \$_____ in estimated expenses, not to exceed the total of final actual rate case expenses incurred.

The RCE-I will be billed as a separate line item on the Customer's bill.

Taxes and Franchise Fees (Rate Schedule TFF-I)

Subject to all applicable taxes and fees in accordance with the provisions of Rate Schedule TFF-I – Taxes and Franchise Fees.

Compliance

SiEnergy shall file an annual reconciliation report on or before April 1st of each year, commencing in 2024. The Company shall file the report with the Commission addressed to the Director of Oversight and Safety Division and reference Docket No. OS-23-00013504. The report shall detail the monthly collections for RCE-I surcharge by customer class and show the outstanding balance. Reports for the Commission should be filed electronically at GUD_Compliance@rrc.texas.gov or at the following address:

Compliance Filing
Oversight and Safety Division
Gas Services Dept.
Railroad Commission of Texas
P.O. Drawer 12967
Austin, TX 78711-2967

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule PSF-I

RATE PSF-I – PIPELINE SAFETY FEE

Applicable to: All incorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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Application of Schedule

Applicable to all Customers in all areas, except state agencies, as defined in Texas Utilities Code, Section 101.003.

Monthly calculation

The Company will charge a surcharge to recover pipeline safety fees assessed by the Commission pursuant to Section 121.211 of the Texas Utilities Code and Commission Rule 16 Texas Administrative Code § 8.201.

Annual Compliance Report

The Company shall file an annual pipeline safety fee (PSF) report no later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers. The Company shall file the report with the Railroad Commission of Texas addressed to the Director of Oversight and Safety Division, Gas Services Department, referencing Docket No. OS-23-00013504 and titling the report “Pipeline Safety Fee Recovery Report”. The report shall include the following:

- a) the pipeline safety fee-amount paid to the Commission;
- b) the unit rate and total amount of the surcharge billed to each customer;
- c) the date or dates the surcharge was billed to customers; and
- d) the total amount collected from customers from the surcharge.

The report should be filed electronically to the Commission at GUD_Compliance@rrc.texas.gov or at the following address:

Compliance Filing
Director of Oversight and Safety Division
Gas Services Department
Railroad Commission of Texas
P.O. Box 12967
Austin, TX 78711-2967

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule TFF-I

RATE TFF-I – TAXES AND FRANCHISE FEES

Applicable to: All incorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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Application of Schedule

This Rate Schedule shall apply to all SiEnergy Rate Schedules that incorporate this Rate TFF-I provision.

Taxes (Does Not Include City Franchise Fees)

In addition to the monthly charges billed to each Customer under each Rate Schedule applicable to that Customer, Customers shall reimburse the Company for their proportionate part of any tax, charge, impost, assessment or fee of whatever kind and by whatever name (except ad valorem taxes, payroll taxes, and income taxes) levied upon the Company by any governmental authority under any law, rule, regulation, ordinance, or agreement (hereinafter referred to as “the Taxes”). If the law, rule, regulation, ordinance, or agreement levying the Tax specifies a method of collection from Customers, then the method so specified shall be utilized provided such method results in the collection of the Taxes from the Customers equal to the Taxes levied on the Company. If no method of collection is specified, then the Company shall collect an amount calculated as a percentage of the Customers’ bills applicable directly to those Customers located solely within the jurisdiction imposing the Taxes and/or within the jurisdiction where the Taxes are applicable. The percentage shall be determined so that the collection from Customers within the Company’s different legal jurisdictions (municipal or otherwise defined) is equal to the Taxes levied on the Company after allowing for the Taxes applicable to those collections. The initial Tax Adjustment Rate shall be based on the Taxes that are levied upon the Company on the effective date of this Rate Schedule. The Company will initiate a new or changed Tax Adjustment Rate beginning with the billing cycle immediately following the effective date of the new or changed Tax as specified by the applicable law, rule, regulation, ordinance, or agreement, provided that the Company has the Customer billing data necessary to bill and collect the Tax. If at any time there is a significant change that will cause an unreasonable over- or under-collection of the Taxes, the Company will adjust the Tax Adjustment Rate so that such over- or under-collection will be minimized. The Tax Adjustment Rate (calculated on a per Ccf or per Mcf basis, as appropriate) shall be reported to the applicable governmental authority by the last business day of the month in which the Tax Adjustment Rate became effective.

City Franchise Fees

In addition to the monthly charges billed to each Customer under each Rate Schedule applicable to that Customer, and in addition to the Taxes billed to each Customer as defined above, the monthly bill for Customers who are located inside the corporate limits of an incorporated municipality that imposes a municipal franchise fee upon Company for the Gas Service provided to Customer shall reimburse the Company for an amount equal to the municipal franchise fees payable for the Gas Service provided to the Customer by Company. Municipal franchise fees are determined by each municipality’s franchise ordinance. Each municipality’s franchise ordinance will specify the percentage and applicability of franchise fees. Customers located in unincorporated areas will not be assessed a City Franchise Fee.

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule SUR – Rider

RATE SUR –SURCHARGE RIDER

Applicable to: All incorporated and unincorporated areas served by SiEnergy, LP

Effective Date: _____, ____, 2023

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Application of Schedule

Applicable to customer classes as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

Surcharges

(1) *Winter Storm Uri Regulatory Asset Recovery*

A monthly surcharge in the amount \$0.0073 per Ccf to be applied to all residential and general service small customer bills over a 72-month period, or until fully recovered, whichever occurs first.

**RATE SCHEDULE FOR GAS SERVICE
SIENERGY, LP**

Rate Schedule QSR-I

SCHEDULE QSR-I – QUALITY OF SERVICE RULES

Applicable to: All incorporated areas served by SiEnergy, LP

Effective Date: _____, 2023

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Application of Schedule

Applicable to all Customer classes in all areas. At a minimum, SiEnergy shall adhere to the Quality of Service requirements in the Railroad Commission of Texas Substantive Rules, Section 7.45.

Texas Administrative Code
TITLE 16
ECONOMIC REGULATION
PART 1
RAILROAD COMMISSION OF TEXAS
CHAPTER 7
GAS SERVICES DIVISION
SUBCHAPTER B
SPECIAL PROCEDURAL RULES
RULE §7.45 Quality of Service

For gas utility service to residential and small commercial Customers, the following minimum service standards shall be applicable in unincorporated areas. In addition, each gas distribution utility is ordered to amend its service rules to include said minimum service standards within the utility service rules applicable to residential and small commercial Customers within incorporated areas, but only to the extent that said minimum service standards do not conflict with standards lawfully established within a particular municipality for a gas distribution utility. Said gas distribution utility shall file service rules incorporating said minimum service standards with the Railroad Commission and with the municipalities in the manner prescribed by law.

(1) Continuity of service.

(A) Service interruptions.

(i) Every gas utility shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, the utility shall reestablish service within the shortest possible time consistent with prudent operating principles so that the smallest number of Customers are affected.

(ii) Each utility shall make reasonable provisions to meet emergencies resulting from failure of service, and each utility shall issue instructions to its employees covering procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of service.

(iii) In the event of national emergency or local disaster resulting in disruption of normal service, the utility may, in the public interest, interrupt service to other Customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

**RATE SCHEDULE FOR GAS SERVICE
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(B) Record of interruption. Except for momentary interruptions which do not cause a major disruption of service, each utility shall keep a complete record of all interruptions, both emergency and scheduled. This record shall show the cause of interruptions, date, time duration, location, approximate number of Customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.

(C) Report to commission. The commission shall be notified in writing within 48 hours of interruptions in service affecting the entire system or any major division thereof lasting more than four hours. The notice shall also state the cause of such interruptions. If any service interruption is reported to the commission otherwise (for example, as a curtailment report or safety report), such other report is sufficient to comply with the terms of this paragraph.

(2) Customer relations.

(A) Information to Customers. Each utility shall:

- (i) maintain a current set of maps showing the physical locations of its facilities. All distribution facilities shall be labeled to indicate the size or any pertinent information which will accurately describe the utility's facilities. These maps, or such other maps as may be required by the regulatory authority, shall be kept by the utility in a central location and will be available for inspection by the regulatory authority during normal working hours. Each business office or service center shall have available up-to-date maps, plans, or records of its immediate area, with such other information as may be necessary to enable the utility to advise applicants and others entitled to the information as to the facilities available for serving that locality;
- (ii) assist the Customer or applicant in selecting the most economical rate schedule;
- (iii) in compliance with applicable law or regulations, notify Customers affected by a change in rates or schedule or classification;
- (iv) post a notice in a conspicuous place in each business office of the utility where applications for service are received informing the public that copies of the rate schedules and rules relating to the service of the utility as filed with the commission are available for inspection;
- (v) upon request inform its Customers as to the method of reading meters;
- (vi) provide to new Customers, at the time service is initiated or as an insert in the first billing, a pamphlet or information packet containing the following information. This information shall be provided in English and Spanish as necessary to adequately inform the Customers; provided, however, the regulatory authority upon application and a showing of good cause may exempt the utility from the requirement that the information be provided in Spanish:

**RATE SCHEDULE FOR GAS SERVICE
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Rate Schedule QSR-I

SCHEDULE QSR-I – QUALITY OF SERVICE RULES

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(I) the Customer's right to information concerning rates and services and the Customer's right to inspect or obtain at reproduction cost a copy of the applicable tariffs and service rules.

(II) the Customer's right to have his or her meter checked without charge under paragraph (7) of this section, if applicable;

(III) the time allowed to pay outstanding bills;

(IV) grounds for termination of service;

(V) the steps the utility must take before terminating service;

(VI) how the Customer can resolve billing disputes with the utility and how disputes and health emergencies may affect termination of service;

(VII) information on alternative payment plans offered by the utility;

(VIII) the steps necessary to have service reconnected after involuntary termination;

(IX) the appropriate regulatory authority with whom to register a complaint and how to contact such authority;

(X) the hours, addresses, and telephone numbers of utility offices where bills may be paid and information may be obtained; and

(XI) the Customer's right to be instructed by the utility how to read his or her meter;

(vii) at least once each calendar year, notify Customers that information is available upon request, at no charge to the Customer, concerning the items listed in clause (vi)(I) - (XI) of this subparagraph. This notice may be accomplished by use of a billing insert or a printed statement upon the bill itself.

(B) Customer complaints. Upon complaint to the utility by residential or small commercial Customers either at its office, by letter, or by telephone, the utility shall promptly make a suitable investigation and advise the complainant of the results thereof. It shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof for a period of one year subsequent to the final disposition of the complaint.

(C) Utility response. Upon receipt of a complaint, either by letter or by telephone, from the regulatory authority on behalf of a Customer, the utility shall make a suitable investigation and advise the regulatory authority and complainant of the results thereof. An initial response must be made by the next working day. The utility must make a final and complete response within 15 days from the date of the complaint, unless additional time is granted within the 15-day period. The commission encourages all Customer complaints to be made in writing to assist the regulatory authority in maintaining records of the quality of service of each utility; however, telephone communications will be acceptable.

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(D) Deferred payment plan. The utility is encouraged to offer a deferred payment plan for delinquent residential accounts. If such a plan is offered, it shall conform to the following guidelines:

(i) Every deferred payment plan entered into due to the Customer's inability to pay the outstanding bill in full must provide that service will not be discontinued if the Customer pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid.

(ii) For purposes of determining reasonableness under these rules, the following shall be considered: size of delinquent account; Customer's ability to pay; Customer's payment history; time that the debt has been outstanding; reasons why debt has been outstanding; and other relevant factors concerning the circumstances of the Customer.

(iii) A deferred payment plan, if reduced to writing, offered by a utility shall state, immediately preceding the space provided for the Customer's signature and in bold-face print at least two sizes larger than any other used, that: "If you are not satisfied with this agreement, do not sign. If you are satisfied with this agreement, you give up your right to dispute the amount due under the agreement except for the utility's failure or refusal to comply with the terms of this agreement."

(iv) A deferred payment plan may include a one-time 5.0% penalty for late payment on the original amount of the outstanding bill with no prompt payment discount allowed except in cases where the outstanding bill is unusually high as a result of the utility's error (such as an inaccurately estimated bill or an incorrectly read meter). A deferred payment plan shall not include a finance charge.

(v) If a Customer for utility service has not fulfilled terms of a deferred payment agreement or refuses to sign the same if it is reduced to writing, the utility shall have the right to disconnect pursuant to disconnection rules herein and, under such circumstances, it shall not be required to offer a subsequent negotiation of a deferred payment agreement prior to disconnection.

(vi) Any utility which institutes a deferred payment plan shall not refuse a Customer participation in such a program on the basis of race, color, creed, sex, marital status, age, or any other form of discrimination prohibited by law.

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(E) Delayed payment of bills by elderly persons.

(i) Applicability. This subparagraph applies only to:

(I) a utility that assesses late payment charges on residential Customers and that suspends service before the 26th day after the date of the bill for which collection action is taken;

(II) utility bills issued on or after August 30, 1993; and

(III) an elderly person, as defined in clause (ii) of this subparagraph, who is a residential Customer and who occupies the entire premises for which a delay is requested.

(ii) Definitions.

(I) Elderly person--A person who is 60 years of age or older.

(II) Utility--A gas utility or municipally owned utility, as defined in Texas Utilities Code, §§101.003(7), 101.003(8), and 121.001 - 121.006.

(iii) An elderly person may request that the utility implement the delay for either the most recent utility bill or for the most recent utility bill and each subsequent utility bill.

(iv) On request of an elderly person, a utility shall delay without penalty the payment date of a bill for providing utility services to that person until the 25th day after the date on which the bill is issued.

(v) The utility may require the requesting person to present reasonable proof that the person is 60 years of age or older.

(vi) Every utility shall notify its Customers of this delayed payment option no less often than yearly. A utility may include this notice with other information provided pursuant to subparagraph (A) of this paragraph.

(3) Refusal of service.

(A) Compliance by applicant. Any utility may decline to serve an applicant for whom service is available from previously installed facilities until such applicant has complied with the state and municipal regulations and approved rules and regulations of the utility on file with the commission governing the service applied for or for the following reasons.

(i) Applicant's facilities inadequate. If the applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given.

(ii) For indebtedness. If the applicant is indebted to any utility for the same kind of service as that applied for; provided, however, that in the event the indebtedness of the applicant for service is in dispute, the applicant shall be served upon complying with the applicable deposit requirement.

(iii) Refusal to make deposit. For refusal to make a deposit if applicant is required to make a deposit under these rules.

**RATE SCHEDULE FOR GAS SERVICE
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Rate Schedule QSR-I

SCHEDULE QSR-I – QUALITY OF SERVICE RULES

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(B) Applicant’s recourse. In the event that the utility shall refuse to serve an applicant under the provisions of these rules, the utility must inform the applicant of the basis of its refusal and that the applicant may file a complaint with the municipal regulatory authority or commission, whichever is appropriate.

(C) Insufficient grounds for refusal to serve. The following shall not constitute sufficient cause for refusal of service to a present Customer or applicant:

- (i) delinquency in payment for service by a previous occupant of the premises to be served;
- (ii) failure to pay for merchandise or charges for nonutility service purchased from the utility;
- (iii) failure to pay a bill to correct previous underbilling due to misapplication of rates more than six months prior to the date of application;
- (iv) violation of the utility’s rules pertaining to operation of nonstandard equipment or unauthorized attachments which interfere with the service of others unless the Customer has first been notified and been afforded reasonable opportunity to comply with these rules;
- (v) failure to pay a bill of another Customer as guarantor thereof unless the guarantee was made in writing to the utility as a condition precedent to service; and
- (vi) failure to pay the bill of another Customer at the same address except where the change of Customer identity is made to avoid or evade payment of a utility bill.

(4) Discontinuance of service.

(A) The due date of the bill for utility service shall not be less than 15 days after issuance, or such other period of time as may be provided by order of the regulatory authority. A bill for utility service is delinquent if unpaid by the due date.

(B) A utility may offer an inducement for prompt payment of bills by allowing a discount in the amount of 5.0% for payment of bills within 10 days after their issuance. This provision shall not apply where it conflicts with existing orders or ordinances of the appropriate regulatory authority.

(C) A Customer’s utility service may be disconnected if the bill has not been paid or a deferred payment plan pursuant to paragraph (2)(D) of this section has not been entered into within five working days after the bill has become delinquent and proper notice has been given. Proper notice consists of a deposit in the United States mail, postage prepaid, or hand delivery to the Customer at least five working days prior to the stated date of disconnection, with the words “Termination Notice” or similar language prominently displayed on the notice.

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The notice shall be provided in English and Spanish as necessary to adequately inform the Customer, and shall include the date of termination, the hours, address, and telephone number where payment may be made, and a statement that if a health or other emergency exists, the utility may be contacted concerning the nature of the emergency and the relief available, if any, to meet such emergency.

(D) Utility service may be disconnected for any of the following reasons:

- (i) failure to pay a delinquent account or failure to comply with the terms of a deferred payment plan for installment payment of a delinquent account;
- (ii) violation of the utility's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation;
- (iii) failure to comply with deposit or guarantee arrangements where required by paragraph (5) of this section;
- (iv) without notice where a known dangerous condition exists for as long as the condition exists;
- (v) tampering with the utility company's meter or equipment or bypassing the same.

(E) Utility service may not be disconnected for any of the following reasons:

- (i) delinquency in payment for service by a previous occupant of the premises;
- (ii) failure to pay for merchandise or charges for nonutility service by the utility;
- (iii) failure to pay for a different type or class of utility service unless fee for such service is included on the same bill;
- (iv) failure to pay the account of another Customer as guarantor thereof, unless the utility has in writing the guarantee as a condition precedent to service;
- (v) failure to pay charges arising from an underbilling occurring due to any misapplication of rates more than six months prior to the current billings;
- (vi) failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due;
- (vii) failure to pay an estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the utility is unable to read the meter due to circumstances beyond its control.

(F) Unless a dangerous condition exists, or unless the Customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the utility are not available to the public for the purpose of making collections and reconnecting service.

(G) No utility may abandon a Customer without written approval from the regulatory authority.

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(H) No utility may discontinue service to a delinquent residential Customer permanently residing in an individually metered dwelling unit when that Customer establishes that discontinuance of service will result in some person residing at that residence becoming seriously ill or more seriously ill if the service is discontinued. Any Customer seeking to avoid termination of service under this section must make a written request supported by a written statement from a licensed physician. Both the request and the statement must be received by the utility not more than five working days after the date of delinquency of the bill. The prohibition against service termination provided by this section shall last 20 days from the date of receipt by the utility of the request and statement or such lesser period as may be agreed upon by the utility and the Customer. The Customer who makes such request shall sign an installment agreement which provides for payment of such service along with timely payments for subsequent monthly billings.

(5) Applicant deposit.

(A) Establishment of credit for residential applicants. Each utility may require a residential applicant for service to satisfactorily establish credit but such establishment of credit shall not relieve the Customer from complying with rules for prompt payment of bills. Subject to these rules, a residential applicant shall not be required to pay a deposit:

(i) if the residential applicant has been a Customer of any utility for the same kind of service within the last two years and is not delinquent in payment of any such utility service account and during the last 12 consecutive months of service did not have more than one occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment;

(ii) if the residential applicant furnishes in writing a satisfactory guarantee to secure payment of bills for the service required; or

(iii) if the residential applicant furnishes in writing a satisfactory credit rating by appropriate means, including, but not limited to, the production of generally acceptable credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the utility, or ownership of substantial equity.

(B) Reestablishment of credit. Every applicant who has previously been a Customer of the utility and whose service has been discontinued for nonpayment of bills shall be required before service is rendered to pay all his amounts due the utility or execute a written deferred payment agreement, if offered, and reestablish credit as provided in subparagraph (A) of this paragraph.

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(C) Amount of deposit and interest for residential service, and exemption from deposit.

(i) Each gas utility shall waive any deposit requirement for residential service for an applicant who has been determined to be a victim of family violence as defined in Texas Family Code, §71.004, by a family violence center, by treating medical personnel, by law enforcement agency personnel, or by a designee of the Attorney General in the Crime Victim Services Division of the Office of the Attorney General. This determination shall be evidenced by the applicant's submission of a certification letter developed by the Texas Council on Family Violence and made available on its web site.

(ii) The required deposit shall not exceed an amount equivalent to one-sixth of the estimated annual billings. If actual use is at least twice the amount of the estimated billings, a new deposit requirement may be calculated and an additional deposit may be required within two days. If such additional deposit is not made, the utility may disconnect service under the standard disconnection procedure for failure to comply with deposit requirements.

(iii) All applicants for residential service who are 65 years of age or older will be considered as having established credit if such applicant does not have an outstanding account balance with the utility or another utility for the same utility service which accrued within the last two years. No cash deposit shall be required of such applicant under these conditions.

(iv) Each utility which requires deposits to be made by its Customers shall pay a minimum interest on such deposits according to the rate as established by law. If refund of deposit is made within 30 days of receipt of deposit, no interest payment is required. If the utility retains the deposit more than 30 days, payment of interest shall be made retroactive to the date of deposit.

(I) Payment of interest to the Customer shall be annually or at the time the deposit is returned or credited to the Customer's account.

(II) The deposit shall cease to draw interest on the date it is returned or credited to the Customer's account.

(D) Deposits for temporary or seasonal service and for weekend or seasonal residences. The utility may require a deposit sufficient to reasonably protect it against the assumed risk, provided such a policy is applied in a uniform and nondiscriminatory manner.

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(E) Records of deposits.

(i) The utility shall keep records to show:

- (I) the name and address of each depositor;
- (II) the amount and date of the deposit; and
- (III) each transaction concerning the deposit.

(ii) The utility shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.

(iii) A record of each unclaimed deposit must be maintained for at least four years, during which time the utility shall make a reasonable effort to return the deposit.

(F) Refund of deposit.

(i) If service is not connected or after disconnection of service, the utility shall promptly and automatically refund the Customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. The transfer of service from one premise to another within the service area of the utility shall not be deemed a disconnection within the meaning of these rules, and no additional deposit may be demanded unless permitted by these rules.

(ii) When the Customer has paid bills for service for 12 consecutive residential bills without having service disconnected for nonpayment of bill and without having more than two occasions in which a bill was delinquent and when the Customer is not delinquent in the payment of the current bills, the utility shall promptly and automatically refund the deposit plus accrued interest to the Customer in the form of cash or credit to a Customer's account.

(G) Upon sale or transfer of utility or company. Upon the sale or transfer of any public utility or operating units thereof, the seller shall file with the commission under oath, in addition to other information, a list showing the names and addresses of all Customers served by such utility or unit who have to their credit a deposit, the date such deposit was made, the amount thereof, and the unpaid interest thereon.

(H) Complaint by applicant or Customer. Each utility shall direct its personnel engaged in initial contact with an applicant or Customer for service seeking to establish or reestablish credit under the provisions of these rules to inform the Customer, if dissatisfaction is expressed with the utility's decision, of the Customer's right to file a complaint with the regulatory authority thereon.

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(6) Billing.

(A) Bills for gas service shall be rendered monthly, unless otherwise authorized or unless service is rendered for a period less than a month. Bills shall be rendered as promptly as possible following the reading of meters.

(B) The Customer's bill must show all the following information. The information must be arranged and displayed in such a manner as to allow the Customer to compute his bill with the applicable rate schedule. The applicable rate schedule must be mailed to the Customer on request of the Customer. A utility may exhaust its present stock of nonconforming bill forms before compliance is required by this section:

- (i) if the meter is read by the utility, the date and reading of the meter at the beginning and end of the period for which rendered;
- (ii) the number and kind of units billed;
- (iii) the applicable rate schedule title or code;
- (iv) the total base bill;
- (v) the total of any adjustments to the base bill and the amount of adjustments per billing unit;
- (vi) the date by which the Customer must pay the bill to get prompt payment discount;
- (vii) the total amount due before and after any discount for prompt payment within a designated period;
- (viii) a distinct marking to identify an estimated bill.

(C) Where there is good reason for doing so, estimated bills may be submitted, provided that an actual meter reading is taken at least every six months. For the second consecutive month in which the meter reader is unable to gain access to the premises to read the meter on regular meter reading trips, or in months where meters are not read otherwise, the utility must provide the Customer with a postcard and request that the Customer read the meter and return the card to the utility if the meter is of a type that can be read by the Customer without significant inconvenience or special tools or equipment. If such a postcard is not received by the utility in time for billing, the utility may estimate the meter reading and render the bill accordingly.

(D) Disputed bills.

- (i) In the event of a dispute between the Customer and the utility regarding the bill, the utility must forthwith make such investigation as is required by the particular case and report the results thereof to the Customer. If the Customer wishes to obtain the benefits of clause (ii) of this subparagraph, notification of the dispute must be given to the utility prior to the date the bill becomes delinquent. In the event the dispute is not resolved, the utility shall inform the Customer of the complaint procedures of the appropriate regulatory authority.

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(ii) Notwithstanding any other subsection of this section, the Customer shall not be required to pay the disputed portion of the bill which exceeds the amount of that Customer's average usage for the billing period at current rates until the earlier of the following: resolution of the dispute or the expiration of the 60-day period beginning on the day the disputed bill is issued. For purposes of this section only, the Customer's average usage for the billing period shall be the average of the Customer's usage for the same billing period during the preceding two years. Where no previous usage history exists, the average usage shall be estimated on the basis of usage levels of similar Customers and under similar conditions.

(7) Meters.

(A) Meter requirements.

(i) Use of meter. All gas sold by a utility must be charged for by meter measurements, except where otherwise provided for by applicable law, regulation of the regulatory authority, or tariff.

(ii) Installation by utility. Unless otherwise authorized by the regulatory authority, each utility must provide and install and will continue to own and maintain all meters necessary for measurement of gas delivered to its Customers.

(iii) Standard type. No utility may furnish, set up, or put in use any meter which is not reliable and of a standard type which meets generally accepted industry standards; provided, however, special meters not necessarily conforming to such standard types may be used for investigation, testing, or experimental purposes.

(B) Meter records. Each utility must keep the following records:

(i) Meter equipment records. Each utility must keep a record of all its meters, showing the Customer's address and date of the last test.

(ii) Records of meter tests. All meter tests must be properly referenced to the meter record provided for therein. The record of each test made on request of a Customer must show the identifying number and constants of the meter, the standard meter and other measuring devices used, the date and kind of test made, by whom made, the error (or percentage of accuracy) at each load tested, and sufficient data to permit verification of all calculations.

(iii) Meter readings--meter unit location. In general, each meter must indicate clearly the units of service for which charge is made to the Customer.

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(iv) Meter tests on request of Customer.

(I) Each utility must, upon request of a Customer, make a test of the accuracy of the meter serving that Customer. The utility must inform the Customer of the time and place of the test and permit the Customer or his authorized representative to be present if the Customer so desires. 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. If such a test has been performed for the same Customer at the same location within the previous four years, the utility is entitled to charge a fee for the test not to exceed \$15 or such other fee for the testing of meters as may be set forth in the utility's tariff properly on file with the regulatory authority. The Customer must be properly informed of the result of any test on a meter that serves him.

(II) Notwithstanding subclause (I) of this clause, if the meter is found to be more than nominally defective, to either the Customer's or the utility's disadvantage, any fee charged for a meter test must be refunded to the Customer. More than nominally defective means a deviation of more than 2.0% from accurate registration.

(v) Bill adjustments due to meter error.

(I) If any meter test reveals a meter to be more than nominally defective, the utility must correct previous readings consistent with the inaccuracy found in the meter for the period of either:

(-a-) the last six months; or

(-b-) the last test of the meter, whichever is shorter. Any resulting underbillings or overbillings are to be corrected in subsequent bills, unless service is terminated, in which event a monetary adjustment is to be made. This requirement for a correction may be foregone by the utility if the error is to the utility's disadvantage.

(II) If a meter is found not to register for any period of time, the utility may make a charge for units used but not metered for a period not to exceed three months previous to the time the meter is found not to be registering. The determination of amounts used but not metered is to be based on consumption during other like periods by the same Customer at the same location, when available, and on consumption under similar conditions at the same location or of other similarly situated Customers, when not available.

(8) New construction.

(A) Standards of construction. Each utility is to construct, install, operate, and maintain its plant, structures, equipment, and lines in accordance with the provisions of such codes and standards as are generally accepted by the industry, as modified by rule or regulation of the regulatory authority or otherwise by law, and in such manner to best accommodate the public and to prevent interference with service furnished by other public utilities insofar as practical.

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(B) Line extension and construction charges. Every utility must file its extension policy. The policy must be consistent, nondiscriminatory, and is subject to the approval of the regulatory authority. No contribution in aid of construction may be required of any Customer except as provided for in extension policy.

(C) Response to request for service. Every gas utility must serve each qualified applicant for service within its service area as rapidly as practical. As a general policy, those applications not involving line extensions or new facilities should be filled within seven working days. Those applications for individual residential service requiring line extensions should be filled within 90 days unless unavailability of materials or other causes beyond the control of the utility result in unavoidable delays. In the event that residential service is delayed in excess of 90 days after an applicant has met credit requirements and made satisfactory arrangements for payment of any required construction charges, a report must be made to the regulatory authority listing the name of the applicant, location, and cause for delay. Unless such delays are due to causes which are reasonably beyond the control of the utility, a delay in excess of 90 days may be found to constitute a refusal to serve.

Suspension of Gas Utility Service Disconnection During an Extreme Weather Emergency

Governed by 16 Texas Administrative Code Section 7.460 which provides as follows:

TITLE 16 ECONOMIC REGULATION
PART 1 RAILROAD COMMISSION OF TEXAS
CHAPTER 7 GAS SERVICES
SUBCHAPTER DCUSTOMER SERVICE AND PROTECTION
RULE §7.460

(a) Applicability and scope. This rule applies to gas utilities, as defined in Texas Utilities Code, §101.003(7) and §121.001, and to owners, operators, and managers of mobile home parks or apartment houses who purchase natural gas through a master meter for delivery to a dwelling unit in a mobile home park or apartment house, pursuant to Texas Utilities Code, §§124.001-124.002, within the jurisdiction of the Railroad Commission pursuant to Texas Utilities Code, §102.001. For purposes of this section, all such gas utilities and owners, operators and managers of master meter systems shall be referred to as "providers." Providers shall comply with the following service standards. A gas distribution utility shall file amended service rules incorporating these standards with the Railroad Commission in the manner prescribed by law.

(b) Disconnection prohibited. Except where there is a known dangerous condition or a use of natural gas service in a manner that is dangerous or unreasonably interferes with service to others, a provider shall not disconnect natural gas service to:

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(1) a delinquent residential customer during an extreme weather emergency. An extreme weather emergency means a day when the previous day's highest temperature did not exceed 32 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Station for the county where the customer takes service.

2) a delinquent residential customer for a billing period in which the provider receives a written pledge, letter of intent, purchase order, or other written notification from an energy assistance provider that it is forwarding sufficient payment to continue service; or

(3) a delinquent residential customer on a weekend day, unless personnel or agents of the provider are available for the purpose of receiving payment or making collections and reconnecting service.

(c) Payment plans. Providers shall defer collection of the full payment of bills that are due during an extreme weather emergency until after the emergency is over, and shall work with customers to establish a payment schedule for deferred bills as set forth in §7.45 of this title (relating to Quality of Service).

(d) Notice. Beginning in the September or October billing periods utilities and owners, operators, or managers of master metered systems shall give notice as follows:

(1) Each utility shall provide a copy of this rule to the social services agencies that distribute funds from the Low Income Home Energy Assistance Program within the utility's service area.

(2) Each utility shall provide a copy of this rule to any other social service agency of which the provider is aware that provides financial assistance to low income customers in the utility's service area.

(3) Each utility shall provide a copy of this rule to all residential customers of the utility and customers who are owners, operators, or managers of master metered systems.

(4) Owners, operators, or managers of master metered systems shall provide a copy of this rule to all of their customers.

(e) In addition to the minimum standards specified in this section, providers may adopt additional or alternative requirements if the provider files a tariff with the Commission pursuant to §7.315 of this title (relating to Filing of Tariffs). The Commission shall review the tariff to ensure that at least the minimum standards of this section are met.

ATTACHMENT 3

**SiEnergy, LP
 Depreciation Rates per Settlement Agreement**

Line No.		Depreciation Rate	Note(s)
1	<u>Intangible Plant</u>		
2	(302) Franchises & Consents	7.86%	(1)
3	(303)-(307) Misc. Intangible	14.22%	(1)
4			
5	<u>Distribution Plant</u>		
6	(375) Structures & Improvements	2.48%	
7	(376) Mains	2.49%	
8	(378) Meas. & Reg. Station Other	3.36%	
9	(379) Meas. & Reg. Station City Gate	2.94%	
10	(380) Services	3.23%	
11	(381) Meters	4.29%	
12	(381.5) Meters - ERTS	5.69%	
13	(383) House Regulators	4.12%	
14	(387) Other Equipment	15.05%	
15	(387.5) Other Equipment - AMR	31.89%	
16	(387.7) Other Equipment - Scada	7.80%	
17			
18	<u>General Plant</u>		
19	(391.1) Office Furniture & Equipment	5.26%	
20	(391.3) Major Software Systems	10.00%	
21	(391.5) Other Computer HW/SW	25.00%	
22	(392) Transportation Equipment	7.47%	
23	(393) Stores Equipment	8.33%	
24	(394) Tools, Shop & Garage	10.00%	
25	(397) Communication Equipment	10.00%	
26	(398) Miscellaneous Equipment	10.00%	

Notes:

(1) Effective Rate Only. Depreciation/amortization expense is calculated on individual asset lives.