

**BEFORE THE CORPORATION COMMISSION OF OKLAHOMA**

IN THE MATTER OF THE APPLICATION OF )  
OKLAHOMA NATURAL GAS COMPANY, A ) CAUSE NO. PUD 201500213  
DIVISION OF ONE GAS, INC., FOR A REVIEW )  
AND CHANGE OR MODIFICATION IN ITS )  
RATES, CHARGES, TARIFFS, AND TERMS ) ORDER NO. **648326**  
AND CONDITIONS OF SERVICE )

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HEARING: November 18, 2015, in Courtroom 301  
2101 North Lincoln Boulevard, Oklahoma City, Oklahoma  
*Before Mary Candler, Administrative Law Judge*

APPEARANCES: Dustin R. Fredrick and David E. Keglovits, Attorneys *representing*  
Oklahoma Natural Gas Company, a division of ONE Gas, Inc.  
Natasha M. Scott, Deputy General Counsel *representing* Public Utility  
Division, Oklahoma Corporation Commission  
Dara M. Derryberry, Assistant Attorney General *representing* Office of  
Attorney General, State of Oklahoma  
Thomas P. Schroedter and Jennifer H. Castillo, Attorneys *representing*  
Oklahoma Industrial Energy Consumers

**FINAL ORDER APPROVING JOINT STIPULATION AND SETTLEMENT  
AGREEMENT**

BY THE COMMISSION:

The Corporation Commission ("Commission") of the State of Oklahoma, being regularly in session and the undersigned Commissioners present and participating, there comes on for consideration and action the Application of Oklahoma Natural Gas Company, a division of ONE Gas, Inc., ("Oklahoma Natural" or the "Company") for a review and change in its rates, charges, tariffs, and terms and conditions of service. This Cause came on for hearing before the undersigned Administrative Law Judge ("ALJ") on November 18, 2015 on the request of Oklahoma Natural, the Public Utility Division of the Commission ("PUD"), the Attorney General of the State of Oklahoma ("Attorney General"), and the Oklahoma Industrial Energy Consumers ("OIEC") (collectively the "Stipulating Parties") for approval of a Joint Stipulation and Settlement Agreement ("Joint Stipulation") filed herein on November 13, 2015.

**I. SUMMARY OF THE PARTIES' ALLEGATIONS**

**A. Oklahoma Natural**

1. Oklahoma Natural filed its Notice of Intent herein on May 15, 2015, stating its intent to file a general rate change application on or before August 31, 2015. On July 8, 2015, Oklahoma Natural filed the Application herein, seeking a review and change in its rates, charges, tariffs, and terms and conditions of service.

2. Oklahoma Natural submitted pre-filed direct testimony on July 8, 2015, from David Scalf, Cory Slaughter, Mary Ann Carter, Annette Ellis, Amelia Nguyen, Caron Lawhorn, Rhonda Mayhan, Mark W. Smith, Allison Edwards, Bruce H. Fairchild, Robert V. Mustich, Ronald E. White, and Paul H. Raab in support of Oklahoma Natural's Application, Schedules, Workpapers, and the calculations reflected, and modifications sought, therein.

3. Oklahoma Natural submitted pre-filed rebuttal testimony on October 29, 2015, from Curtis L. Dinan.

4. Oklahoma Natural submitted pre-filed rebuttal testimony on November 2, 2015, from David Scalf, Rhonda Mayhan, Steven E. Powell, Crystal Turner, Bruce H. Fairchild, and Ronald E. White.

5. Oklahoma Natural submitted pre-filed testimony on November 16, 2015, from David Scalf in support of the Joint Stipulation filed on November 13, 2015, and testified in support of the Joint Stipulation at the hearing on the merits on November 18, 2015.

**B. Public Utility Division**

1. PUD submitted pre-filed responsive testimony (i.e., revenue requirements) on October 19, 2015, from Jeremy K. Schwartz, Robert C. Thompson, Hunter Hogan, Jason C. Chaplin, Kiran Patel, Geoffrey M. Rush, and David J. Garrett.

2. PUD submitted pre-filed responsive testimony (i.e., cost of service and rate design) on October 23, 2015, from Kathy Champion.

3. PUD submitted pre-filed testimony on November 16, 2015, from Jeremy K. Schwartz in support of the Joint Stipulation filed on November 13, 2015, and testified in support of the Joint Stipulation at the hearing on the merits on November 18, 2015.

**C. Attorney General**

1. The Attorney General submitted pre-filed responsive testimony (i.e., revenue requirements) on October 19, 2015, from Edwin C. Farrar.

2. The Attorney General submitted pre-filed responsive testimony (i.e., cost of service and rate design) on October 23, 2015, from Edwin C. Farrar.

3. The Attorney General did not provide testimony at the hearing on the merits, but stated the Attorney General believes the Joint Stipulation is fair, just, reasonable, and in the public interest.

**D. Oklahoma Industrial Energy Consumers**

1. The OIEC submitted pre-filed responsive testimony (i.e., revenue requirements) on October 19, 2015, from Mark E. Garrett and Daniel J. Lawton.

2. The OIEC submitted pre-filed responsive testimony (i.e., cost of service and rate design) on October 23, 2015, from Mark E. Garrett.

3. The OIEC did not provide testimony at the hearing on the merits, but stated the OIEC believes the Joint Stipulation is fair, just, reasonable, and in the public interest.

## **II. PROCEDURAL HISTORY**

### **A. Pre-Hearing**

1. On May 15, 2015, Oklahoma Natural filed a Notice of Intent in this Cause, stating its intent to file a general rate change application on or before August 31, 2015.

2. On May 21, 2015, the Attorney General filed his Entry of Appearance.

3. On June 1, 2015, the OIEC filed its Entry of Appearance.

4. On July 8, 2015, Oklahoma Natural filed the Application herein, seeking a review and change in its rates, charges, tariffs, and terms and conditions of service. Along with the Application, the Company filed the direct testimonies of David Scalf, Cory Slaughter, Mary Ann Carter, Annette Ellis, Amelia Nguyen, Caron Lawhorn, Rhonda Mayhan, Mark W. Smith, Allison Edwards, Bruce H. Fairchild, Robert V. Mustich, Ronald E. White, and Paul H. Raab. In support of its Application, Oklahoma Natural also filed its Schedules and Workpapers.

5. On July 8, 2015, Oklahoma Natural filed its Motion for Protective Order, Motion for Procedural Schedule, and Motion for Order Prescribing Notice of Hearing.

6. On August 18, 2015, the Commission issued Order No. 644242 granting a protective order.

7. On September 22, 2015, the Commission issued Order No. 645379 establishing a procedural schedule and Order No. 645380 establishing notice requirements.

8. On October 19, 2015, PUD filed the responsive testimonies (i.e., revenue requirements) of Jeremy K. Schwartz, Robert C. Thompson, Hunter Hogan, Jason C. Chaplin, Kiran Patel, Geoffrey M. Rush, and David J. Garrett.

9. On October 19, 2015, the Attorney General filed the responsive testimony (i.e., revenue requirements) of Edwin C. Farrar.

10. On October 19, 2015, the OIEC filed the responsive testimonies (i.e., revenue requirements) of Mark E. Garrett and Daniel J. Lawton.

11. On October 23, 2015, PUD filed the responsive testimony (i.e., cost of service and rate design) of Kathy Champion.

12. On October 23, 2015, the Attorney General filed the responsive testimony (i.e., cost of service and rate design) of Edwin C. Farrar.

13. On October 23, 2015, the OIEC filed the responsive testimony (i.e., cost of service and rate design) of Mark E. Garrett.

14. On October 29, 2015, Oklahoma Natural filed the rebuttal testimony of Curtis L. Dinan.

15. On November 2, 2015, Oklahoma Natural filed the rebuttal testimonies of David Scalf, Rhonda Mayhan, Steven E. Powell, Crystal Turner, Bruce H. Fairchild, and Ronald E. White.

#### **B. Joint Stipulation and Hearing**

1. On October 30, November 4, November 5, November 12, and November 13, 2015, the Stipulating Parties met to discuss a possible settlement in this Cause.

2. On November 13, 2015, the Stipulating Parties signed a Joint Stipulation, which was filed of record on the same date.

3. On November 16, 2015, Oklahoma Natural filed its Proofs of Publication from the *Tulsa World*, *The Oklahoman*, and newspapers of general circulation in Beckham, McCurtain, Pushmataha, Bryan, Choctaw, Johnston, Jefferson, Love, Marshall, Comanche, Cotton, Tillman, Greer, Jackson, Roger Mills, Harper, Woods, Alfalfa, Grant, Garfield, Major, Woodward, Ellis, and Dewey counties.

4. On November 16, 2015, Oklahoma Natural filed its affidavit in compliance with the direct notice requirements of Order No. 645380.

5. On November 16, 2015, Oklahoma Natural filed the testimony of David Scalf in support of the Joint Stipulation.

6. On November 16, 2015, PUD filed the testimony of Jeremy K. Schwartz in support of the Joint Stipulation.

7. On November 18, 2015, the parties appeared at the scheduled hearing on the merits. Members of the public had the opportunity to make comments on the record, and did so. All testimony and pleadings filed in this Cause were accepted into the record and incorporated by reference.

8. At the hearing, Oklahoma Natural witness David Scalf testified in support of the Joint Stipulation. Mr. Scalf discussed the process that led to the Joint Stipulation. Mr. Scalf provided a summary of the significant terms of the Joint Stipulation and noted the following:

- a. Mr. Scalf discussed the Stipulating Parties' agreement regarding total rate base in the amount of \$1,201,618,244. Mr. Scalf testified that Oklahoma Natural has spent over \$205 million on capital projects since its 2014 Performance Based Rate Change ("PBRC") review. These capital investments were related, in large part, to regulatory compliance and government relocation.
  - b. Mr. Scalf discussed the Stipulating Parties' agreement regarding depreciation, recovery of short term incentive ("STI") compensation, and non-recovery of long term incentive ("LTI") compensation.
  - c. Mr. Scalf discussed the Stipulating Parties' agreement regarding capital structure at 60.5% equity and 39.5% debt with certain equity cap adjustments during the next four (4) PBRC reviews.
  - d. Mr. Scalf discussed the Stipulating Parties' agreement regarding Oklahoma Natural's rates reflecting its actual cost of debt at 3.95% and a return on equity of 9.5%.
  - e. Mr. Scalf discussed the regulatory assets agreed to by the Stipulating Parties.
  - f. Mr. Scalf discussed the changes to its compressed natural gas ("CNG") rebate program agreed to by the Stipulating Parties.
  - g. Mr. Scalf testified that the Joint Stipulation is fair, just, reasonable, and in the public interest. Mr. Scalf also requested that the Commission approve the Joint Stipulation and associated tariff modifications.
9. Mr. Scalf further responded to several questions from Commissioner Murphy regarding the following:
- a. Oklahoma Natural's filed position versus the Joint Stipulation.
  - b. The impact of the Joint Stipulation on Oklahoma Natural's rates within particular customer classes.
  - c. Oklahoma Natural's return on equity and its relation to the PBRC dead-band.
  - d. Oklahoma Natural's low income (i.e., LIHEAP) rate including customer enrollment and qualification. Mr. Scalf testified that the Joint Stipulation does not impact Oklahoma Natural's low income (i.e., LIHEAP) rate.
  - e. Oklahoma Natural's capital investments since its 2014 PBRC review.
  - f. Oklahoma Natural's next PBRC review will be a 2017 PBRC review of calendar year 2016.

10. At the hearing, PUD witness Jeremy K. Schwartz testified in support of the Joint Stipulation. Mr. Schwartz testified that he was involved in the development of the Joint Stipulation and that he was in agreement with Mr. Scalf's representation of the terms of the Joint Stipulation. Mr. Schwartz provided a summary of the terms of the Joint Stipulation. In response to questions from the ALJ, Mr. Schwartz discussed the number of PUD analysts involved in this Cause. In response to questions from Commissioner Murphy, Mr. Schwartz described the supplemental workpaper, future meeting to discuss the PBRC Tariff, and regulatory assets agreed to by the Stipulating Parties. Mr. Schwartz testified that PUD believes that the Joint Stipulation is fair, just, reasonable, and in the public interest. Mr. Schwartz also requested, on behalf of PUD, that the Commission approve the Joint Stipulation and associated tariff modifications.

11. The Attorney General stated his position that he supported the Joint Stipulation as evidenced by his signature. The Attorney General stated that the Joint Stipulation is fair, just, reasonable, and in the public interest. The Attorney General also requested the ALJ to recommend approval of the Joint Stipulation.

12. The OIEC stated its position that it supported the Joint Stipulation as evidenced by its signature. The OIEC stated that the Joint Stipulation is fair, just, reasonable, and in the public interest. The OIEC also requested the ALJ to recommend approval of the Joint Stipulation.

13. The ALJ recommended approval of the Joint Stipulation and directed Oklahoma Natural to prepare and submit a proposed order.

14. The record was closed.

### **III. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

#### **A. Jurisdiction and Notice**

1. The Commission finds that it has jurisdiction of this matter by virtue of Article IX, Section 18 of the Oklahoma Constitution and 17 O.S. §§151 *et seq.*

2. The Commission further finds that notice was given as required by law and Commission Rules and is in compliance with Commission Order No. 645380.

3. The Commission further finds that the Stipulating Parties have executed and submitted to the Commission a Joint Stipulation and Settlement Agreement, including Exhibits "A", "B", "C", "D", and "E" filed with the Commission on November 13, 2015, a copy of which is attached to this Order as Attachment "1" and incorporated by reference.

4. The Commission further finds and concludes, based upon the evidence and testimony submitted, that the Joint Stipulation and Settlement Agreement is fair, just, reasonable, and in the public interest, and should be approved in all respects.

**B. Base Rates Increase**

1. The Commission finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural's revenue deficiency resulting in a base rate increase in the amount of \$29,995,000 inclusive of federal and state income taxes is hereby approved.

**C. Rate Base and Incentive Compensation**

1. The Commission finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural's total rate base in the amount of \$1,201,618,244 is hereby approved.

2. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural shall adjust depreciation expense in the amount of (\$5,818,495). As part of this adjustment, Oklahoma Natural's Asset Account 380.0 Services (Plastic) shall reflect a 58-year average life.

3. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural shall recover short term incentive (STI) compensation at the lesser of the 100% target level or the actual total amount paid out ("Lesser of Target or Actual Level"). Oklahoma Natural shall recover short term incentive compensation at this Lesser of Target or Actual Level within each subsequent PBRC review until otherwise ordered by the Commission.

4. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural shall not recover long term incentive (LTI) compensation until otherwise ordered by the Commission.

**D. Capital Structure, Cost of Debt, and Return on Equity**

1. The Commission finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural's rates shall reflect a capital structure at 60.5% equity and 39.5% debt. Oklahoma Natural's capital structure shall be adjusted to reduce equity by 1% point (along with a 1% point increase to debt) within each subsequent annual PBRC review beginning with 59% equity and 41% debt in Oklahoma Natural's 2017 PBRC review of calendar year 2016 and ending with 56% equity and 44% debt in Oklahoma Natural's 2020 PBRC review of calendar year 2019. This capital structure equity adjustment shall serve as a cap. Thus, the capital structure set within each subsequent PBRC review will be the lower of actual equity or the cap.

2. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural's rates shall reflect its actual cost of debt in the amount 3.95%.

3. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural's authorized return on equity of 9.5% (i.e., the Allowed Return on Equity as defined within the PBRC Tariff) is hereby approved.

4. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that the rate design proposed by Oklahoma Natural is hereby approved.

5. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that the new monthly service charge for Oklahoma Natural's customers inclusive of the energy efficiency true-up and utility incentive, but exclusive of gas commodity costs, shall be as follows:

- (a) Residential 101 "A" and 101-V "A" will pay a fixed charge of \$16.10 per month and a volumetric delivery fee of \$4.1143 per dekatherm;
- (b) Residential 101 "B" and 101-V "B" will pay a fixed charge of \$33.24 per month and no volumetric delivery fee; and
- (c) Large commercial will pay a fixed charge of \$91.62 per month and no volumetric delivery fee.

6. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Tariffs 101, 101-V, and 200-LCI shall be modified (i.e., changes in customer charges) as reflected in the modified tariffs, which are shown in both "redline" and "clean" format as Exhibit "A" to the Joint Stipulation (Attachment "1").

7. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Tariffs 291-S, 255-T, 291-T, 391-T, 655-T, 691-T, 691-T2, 601-A, and 601-S shall be modified as reflected in the modified tariffs, which are shown in both "redline" and "clean" format as Exhibit "B" to the Joint Stipulation (Attachment "1").

#### **E. Performance Based Rate Change Tariff, Tariff 1201**

1. The Commission finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural's PBRC Tariff, Tariff 1201, shall be modified as reflected in the modified tariff, which is shown in both "redline" and "clean" format as Exhibit "C" to the Joint Stipulation (Attachment "1").

2. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural shall submit to the Stipulating Parties, as part of its annual PBRC review, a supplemental workpaper calculating, for demonstrative purposes only, the impact of the most recent base rate increase on the amount of earnings-based incentive compensation included in any base rate increase requested under the PBRC Tariff.

3. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that the Stipulating Parties shall meet at least once on or before



July 31, 2016, to specifically discuss and share analyses regarding the earnings calculation (i.e., actual versus pro-forma), rate base amount utilized within the return on equity calculation, and the sharing of any earnings credit (i.e., Oklahoma Natural falls above the top of the AROE dead-band) within annual PBRC reviews.

**F. Tornado/Storm Damage Costs, Prepaid Pension Asset, ONE Gas Stand-up Costs, Rate Case Expense, and Changes or Modifications to Other Tariffs**

1. The Commission finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural shall establish a regulatory asset regarding its actual tornado/storm damage costs not covered by insurance in the amount of \$2,217,192. Oklahoma Natural shall defer and add any future tornado/storm damage costs not covered by insurance to this regulatory asset. Oklahoma Natural shall amortize these costs over four (4) years and shall earn a full return on this regulatory asset.

2. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural shall establish a prepaid pension asset in the amount of \$123,473,215. Oklahoma Natural shall earn a full return on this prepaid pension asset.

3. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural shall recover its allocated portion of the ONE Gas stand-up costs in the amount of \$2,418,236 amortized over four (4) years.

4. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural shall recover its actual rate case expense amortized over four (4) years.

5. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Tariffs 901-T, 1051, and 2000 shall be modified (i.e., formatting or clarification changes) as reflected in the modified tariffs, which are shown in both "redline" and "clean" format as Exhibit "D" to the Joint Stipulation (Attachment "1").

6. The Commission further finds, pursuant to the evidence submitted and the Stipulating Parties' agreement, that Oklahoma Natural's Compressed Natural Gas Surcharge Incentive Mechanism Tariff, Tariff 707, shall be modified (i.e., changes in rebate levels) as reflected in the modified tariff, which is shown in both "redline" and "clean" format as Exhibit "E" to the Joint Stipulation (Attachment "1").

**ORDER**

THE COMMISSION THEREFORE ORDERS that the Joint Stipulation and Settlement Agreement executed and filed on November 13, 2015, by the Stipulating Parties to this proceeding and attached hereto as Attachment "1" is fair, just, reasonable, and in the public interest, and is hereby approved in accordance with the findings of fact and conclusions of law hereinabove set forth.

THE COMMISSION FURTHER ORDERS that the modifications to rates and tariff terms shall be made in accordance with the findings of fact and conclusions of law hereinabove set forth.

THE COMMISSION FURTHER ORDERS that the revised Tariffs 101, 101-V, 200-LCI (Exhibit "A" to Attachment "1"), 291-S, 255-T, 291-T, 391-T, 655-T, 691-T, 691-T2, 601-A, 601-S (Exhibit "B" to Attachment "1"), 1201 (Exhibit "C" to Attachment "1"), 901-T, 1051, 2000 (Exhibit "D" to Attachment "1"), and 707 (Exhibit "E" to Attachment "1") are fair, just, reasonable, and in the public interest, and are hereby approved in accordance with the findings of fact and conclusions of law hereinabove set forth.

THE COMMISSION FURTHER ORDERS that the Findings of Fact and Conclusions of Law set forth herein are hereby adopted as the Order of the Commission.

THE ORDER SHALL BE EFFECTIVE upon submission to and approval of the form of the revised Tariffs 101, 101-V, 200-LCI, 291-S, 255-T, 291-T, 391-T, 655-T, 691-T, 691-T2, 601-A, 601-S, 1201, 901-T, 1051, 2000, and 707 by the Director of the Public Utility Division. The revised tariffs to be approved are appended to this Order as Exhibits "A", "B", "C", "D", and "E" to the Joint Stipulation (Attachment "1"), respectively.

OKLAHOMA CORPORATION COMMISSION

  
BOB ANTHONY, Chairman

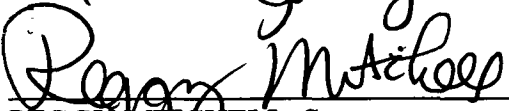
  
DANA L. MURPHY, Vice Chairman

  
J. TODD HIATT, Commissioner

**CERTIFICATION**

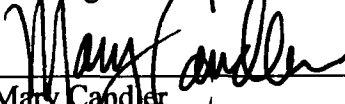
DONE AND PERFORMED by the Commissioners participating in the making of this order, as shown by their signatures above, this 6 day of January, 2015-2016

[seal]

  
PEGGY MITCHELL, Secretary

**REPORT OF THE ADMINISTRATIVE LAW JUDGE**

The foregoing findings, conclusions and order are the report and recommendation of the undersigned Administrative Law Judge.

  
Mary Candler  
Administrative Law Judge

12/7/15  
Date

**FILED**  
NOV 13 2015

**BEFORE THE CORPORATION COMMISSION OF OKLAHOMA**

COURT CLERK'S OFFICE - OKC  
CORPORATION COMMISSION  
OF OKLAHOMA

IN THE MATTER OF THE APPLICATION OF )  
OKLAHOMA NATURAL GAS COMPANY, A )  
DIVISION OF ONE GAS, INC., FOR A REVIEW )  
AND CHANGE OR MODIFICATION IN ITS )  
RATES, CHARGES, TARIFFS, AND TERMS )  
AND CONDITIONS OF SERVICE )

CAUSE NO. PUD 201500213

**JOINT STIPULATION AND SETTLEMENT AGREEMENT**

COME NOW the undersigned parties to the above entitled cause and present the following Joint Stipulation and Settlement Agreement ("Joint Stipulation") for the Oklahoma Corporation Commission's ("OCC" or the "Commission") review and approval as their compromise and settlement of all issues in this proceeding among the parties to this Joint Stipulation ("Stipulating Parties"). The Stipulating Parties represent to the Commission that this Joint Stipulation represents a fair, just and reasonable settlement of these issues, that the terms and conditions of the Joint Stipulation are in the public interest, and the Stipulating Parties urge the Commission to issue an Order in this Cause adopting and approving this Joint Stipulation.

It is hereby stipulated and agreed by and among the Stipulating Parties as follows:

**TERMS OF THE JOINT STIPULATION AND SETTLEMENT AGREEMENT**

1. On May 15, 2015, Oklahoma Natural Gas Company, a division of ONE Gas, Inc. ("Oklahoma Natural") filed a Notice of Intent in this Cause, stating its intent to file a general rate change application on or before August 31, 2015. On July 8, 2015, Oklahoma Natural filed the Application herein, seeking a review and change in its rates, charges, tariffs, and terms and conditions of service.

**Base Rate Increase**

2. The Stipulating Parties agree that Oklahoma Natural's revenue deficiency for purposes of this Cause is \$29,995,000 inclusive of federal and state income taxes.

**Rate Base and Incentive Compensation**

3. The Stipulating Parties further agree to the following modifications to Oklahoma Natural's filed position:

- (a) Total Rate Base in the amount of \$1,201,618,244.
- (b) Depreciation Expense adjustment in the amount of (\$5,818,495). As part of this adjustment, Oklahoma Natural's Asset Account 380.0 Services (Plastic) shall reflect a 58-year average life.

- (c) Recovery of short term incentive (STI) compensation shall not exceed the lesser of the 100% target level or the actual total amount paid out. Thus, if Oklahoma Natural pays out at the 110% level, then Oklahoma Natural's recovery is capped at the amount equivalent to the 100% level. Accordingly, if Oklahoma Natural pays out at the 90% level, then Oklahoma Natural shall recover the actual total amount paid out. Oklahoma Natural shall recover STI at this 100% target level within each subsequent PBRC review until otherwise ordered by the Commission.
- (d) No recovery of long term incentive (LTI) compensation.

**Capital Structure, Cost of Debt, and Return on Equity**

4. The Stipulating Parties further agree to a capital structure at 60.5% equity and 39.5% debt. The Stipulating Parties further agree to adjust this capital structure to reduce equity by 1% point (along with a 1% point increase to debt) within each subsequent annual PBRC review beginning with 59% equity and 41% debt in Oklahoma Natural's 2017 Performance Based Rate Change ("PBRC") review of calendar year 2016 and ending with 56% equity and 44% debt in Oklahoma Natural's 2020 PBRC review of calendar year 2019. The Stipulating Parties further agree that capital structure will be reviewed within Oklahoma Natural's next required general rate review (i.e., Section 1 of the PBRC Tariff) unless otherwise ordered by the Commission. The Stipulating Parties further agree that this capital structure equity adjustment shall serve as a cap. Thus, the capital structure set within each subsequent PBRC review will be the lower of actual equity or the cap.

5. The Stipulating Parties further agree that Oklahoma Natural's cost of debt shall reflect its actual cost of debt in the amount of 3.95%.

6. The Stipulating Parties further agree that Oklahoma Natural's authorized return on equity is 9.5% (i.e. the Allowed Return on Equity as defined within the PBRC Tariff).

7. The Stipulating Parties further agree to the rate design proposed by Oklahoma Natural as explained by Oklahoma Natural and the Public Utility Division of the OCC ("PUD") within their testimony filed in support of the Joint Stipulation.

8. The Stipulating Parties further agree to the new monthly service charge for Oklahoma Natural's customers inclusive of the energy efficiency true-up and utility incentive, but exclusive of gas commodity costs, as follows:

- (a) Residential 101 "A" and 101-V "A" will pay a fixed charge of \$16.10 per month and a volumetric delivery fee of \$4.1143 per dekatherm;
- (b) Residential 101 "B" and 101-V "B" will pay a fixed charge of \$33.24 per month and no volumetric delivery fee; and
- (c) Large commercial will pay a fixed charge of \$91.62 per month and no volumetric delivery fee.

The revised Tariffs 101, 101-V, and 200-LCI (redline and clean versions) are attached hereto as Exhibit "A".

9. The Stipulating Parties further agree to modifications of Oklahoma Natural's Tariffs 291-S, 255-T, 291-T, 391-T, 655-T, 691-T, 691-T2, 601-A, and 601-S reflecting changes in customer charges. The revised Tariffs 291-S, 255-T, 291-T, 391-T, 655-T, 691-T, 691-T2, 601-A, and 601-S (redline and clean versions) are attached hereto as Exhibit "B".

#### **Performance Based Rate Change Tariff, Tariff 1201**

10. The Stipulating Parties further agree to the following modification to Oklahoma Natural's Performance Based Rate Change Tariff, Tariff 1201: Oklahoma Natural's next general rate review, in lieu of a PBRC review, must be filed no later than June 30, 2021, reflecting a 12-month test year ending December 31, 2020. Thereafter, Oklahoma Natural shall file a general rate review, in lieu of a PBRC review, within five (5) years of the Final Order entered in Oklahoma Natural's last general rate review. These general rate reviews shall be in compliance with the Chapter 70 Minimum Standard Filing Requirements with the exception of modifications to the calculations of rate base, operating revenues, and operating expenses described in Section 6 of the PBRC Tariff. These filings shall contain, at a minimum, updated studies related to capital structure, return on equity, class cost of service, depreciation, and customer growth.

The revised Tariff 1201 (redline and clean version) is attached hereto as Exhibit "C".

11. The Stipulating Parties further agree that Oklahoma Natural shall submit to the Stipulating Parties, as part of its annual PBRC review, a supplemental workpaper calculating, for demonstrative purposes only, the impact of the most recent base rate increase on the amount of earnings-based incentive compensation included in any base rate increase requested under the PBRC Tariff.

12. The Stipulating Parties further agree that the Stipulating Parties shall meet at least once on or before July 31, 2016, to specifically discuss and share analyses regarding the earnings calculation (i.e., actual versus pro-forma), rate base amount utilized within the return on equity calculation, and the sharing of any earnings credit (i.e., Oklahoma Natural falls above the top of the AROE dead-band) within annual PBRC reviews.

#### **Tornado/Storm Damage Costs, Prepaid Pension Asset, ONE Gas Stand-up Costs, Rate Case Expense, and Changes or Modifications to Other Tariffs**

13. The Stipulating Parties further agree that Oklahoma Natural shall establish a regulatory asset regarding its actual tornado/storm damage costs not covered by insurance in the amount of \$2,217,192. The Stipulating Parties further agree that Oklahoma Natural shall defer and add any future tornado/storm damage costs not covered by insurance to this regulatory asset. The Stipulating Parties further agree that this regulatory asset shall be utilized to recover these costs amortized over four (4) years and shall earn a full return on this regulatory asset.

14. The Stipulating Parties further agree that Oklahoma Natural shall establish a prepaid pension asset in the amount of \$123,473,215. The Stipulating Parties further agree that Oklahoma Natural shall earn a full return on this prepaid pension asset.

15. The Stipulating Parties further agree that Oklahoma Natural shall recover its allocated portion of the ONE Gas stand-up costs in the amount of \$2,418,236 amortized over four (4) years.

16. The Stipulating Parties further agree that Oklahoma Natural shall recover its actual rate case expense amortized over four (4) years.

17. The Stipulating Parties further agree to modifications of Oklahoma Natural's Tariffs 901-T, 1051, and 2000 to reflect formatting or clarification changes. The revised Tariffs 901-T, 1051, and 2000 (redline and clean versions) are attached hereto within Exhibit "D".

18. The Stipulating Parties further agree to modifications of Oklahoma Natural's Tariff 707 to reflect changes in rebate levels. The revised Tariff 707 (redline and clean version) is attached hereto as Exhibit "E".

19. The Stipulating Parties further agree that this Joint Stipulation represents a fair, just and reasonable settlement of all issues in this proceeding among the Stipulating Parties. The Stipulating Parties further agree that the terms and conditions of this Joint Stipulation are in the public interest.

20. The Stipulating Parties further agree that Oklahoma Natural should be permitted to utilize the revised Tariffs 101, 101-V, 200-LCI, 291-S, 255-T, 291-T, 391-T, 655-T, 691-T, 691-T2, 601-A, 601-S, 1201, 901-T, 1051, 2000, and 707, effective with the final order of the Commission approving all elements of this Joint Stipulation and upon the approval of the form of the tariffs by the Director of the Public Utility Division.

21. General Reservations.

The Stipulating Parties represent and agree that, except as specifically otherwise provided herein:

- a. This Joint Stipulation represents a negotiated settlement for the purpose of compromising and settling all issues which were raised relating to this proceeding.
- b. Each of the undersigned counsel of record affirmatively represents that he or she has full authority to execute this Joint Stipulation on behalf of his or her client(s).
- c. None of the signatories hereto shall be prejudiced or bound by the terms of this Joint Stipulation in the event the Commission does not approve this Joint Stipulation nor shall any of the Stipulating Parties be prejudiced or bound by

the terms of this Joint Stipulation should any appeal of a Commission order adopting this Joint Stipulation be filed with the Oklahoma Supreme Court.

- d. Nothing contained herein shall constitute an admission by any party that any allegation or contention in these proceedings as to any of the foregoing matters is true or valid and shall not in any respect constitute a determination by the Commission as to the merits of any allegations or contentions made in this proceeding.
- e. The Stipulating Parties agree that the provisions of this Joint Stipulation are the result of negotiations, and the terms and conditions of this Joint Stipulation are interdependent. The Stipulating Parties agree that this Joint Stipulation is in the public interest and, for that reason, they have entered into this Joint Stipulation to settle among themselves the issues in this Joint Stipulation. This Joint Stipulation shall not constitute nor be cited as a precedent nor deemed an admission by any Stipulating Party in any other proceeding except as necessary to enforce its terms before the Commission or any state court of competent jurisdiction. The Commission's decision, if it enters an order consistent with this Joint Stipulation, will be binding as to the matters decided regarding the issues described in this Joint Stipulation, but the decision will not be binding with respect to similar issues that might arise in other proceedings. A Stipulating Party's support of this Joint Stipulation may differ from its position or testimony in other causes. To the extent there is a difference, the Stipulating Parties are not waiving their positions in other causes. Because this is a stipulated agreement, the Stipulating Parties are under no obligation to take the same position as set out in this Joint Stipulation in other dockets.

22. Non Severability.

The Stipulating Parties stipulate and agree that the agreements contained in this Joint Stipulation have resulted from negotiations among the Stipulating Parties and are interrelated and interdependent. The Stipulating Parties hereto specifically state and recognize that this Joint Stipulation represents a balancing of positions of each of the Stipulating Parties in consideration for the agreements and commitments made by the other Stipulating Parties in connection therewith. Therefore, in the event that the Commission does not approve and adopt the terms of this Joint Stipulation in total and without modification or condition (provided, however, that the affected party or parties may consent to such modification or condition), this Joint Stipulation shall be void and of no force and effect, and no Stipulating Party shall be bound by the agreements or provisions contained herein. The Stipulating Parties agree that neither this Joint Stipulation nor any of the provisions hereof shall become effective unless and until the Commission shall have entered an Order approving all of the terms and provisions as agreed by the parties to this Joint Stipulation and such Order becomes final and non-appealable.

WHEREFORE, the Stipulating Parties hereby submit this Joint Stipulation and Settlement Agreement to the Commission as their negotiated settlement of this proceeding with

respect to all issues which were raised with respect to this Application, and respectfully request the Commission to issue an Order approving this Joint Stipulation and Settlement Agreement.

**PUBLIC UTILITY DIVISION  
OKLAHOMA CORPORATION COMMISSION**

Date: 11/13/15

By: Fairo Mitchell  
Fairo Mitchell, Chief of Energy and Water

**OKLAHOMA NATURAL GAS COMPANY, a division  
of ONE Gas, Inc.**

Date: 11/13/15

By: Dustin R. Fredrick  
Dustin R. Fredrick

**E. SCOTT PRUITT, ATTORNEY GENERAL  
STATE OF OKLAHOMA**

Date: 11/13/15

By: Dara M. Derryberry  
Dara M. Derryberry, Assistant Attorney General

**OKLAHOMA INDUSTRIAL ENERGY CONSUMERS**

Date: 11/13/15

By: Thomas P. Schroedter  
Thomas P. Schroedter



# Exhibit "A"

**RATE SCHEDULE 101  
RATE CHOICES A AND B  
RESIDENTIAL GAS SERVICE**

**Availability**

Natural gas service under this rate schedule is available to any individually metered single family residential customer for domestic uses at any point on the Company's system. Natural gas service under this tariff is also available to any individually metered single family residential customer for domestic uses at any point on the system of another pipeline with respect to which the Company has an agreement with such pipeline or is taking gas pursuant to a tariff for such service but only to the extent that: (1) such single family residential meter exists as of the effective date of this tariff; (2) service is required by operation of law; or (3) service is agreed to by such other pipeline.

This tariff shall also be available for individually metered two-family dwellings when the customer meets the following two (2) criteria: (1) The customer is responsible for payment of the bill; and (2) The customer is an occupant of one of the two dwellings served by the single meter. This rate shall not be available for any 3-(or more)-family dwellings served by one meter. The Company shall have the right to determine and confirm from time to time that the customer meets the criteria contained herein. Denial of access to the property to determine compliance with such criteria shall constitute grounds for denial of service pursuant to this tariff.

Gas service under this tariff is available for compressed natural gas facilities installed by the residential customer to serve their motorized vehicles.

Gas service is not available under this rate schedule for resale to others or for standby service.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
May 12, 2011	585366	PUD 201000143
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Rate Choices**

The charge for recorded consumption of gas at one point of delivery in any month is as follows:

	<u>Service Charge</u>	<u>Delivery Fee</u>
For Rate Choice A	\$16.10	\$4.1143 Per Dth
	<u>Service Charge</u>	<u>Delivery Fee</u>
For Rate Choice B	\$33.24	\$0.00 per Dth

**Customer Choice Rate Placement**

Each customer's individual rate schedule will be determined based on the annual normalized volume at the customer's service location for the twelve (12)-month period ending on November 30, 2009. If the customer's service location's annual normalized volume is less than 50 Dth, then the customer's account will be placed on Choice A.

If the customer's service location's annual normalized volume is 50 Dth or greater, then the customer's account will be placed on Choice B.

An anticipated annual normalized usage level assessment will be conducted on each new service and for existing service as of December 31, 2009 that has less than twelve (12) months of service. The results of this assessment will decide the initial rate choice for the new account.

A customer may switch rate choices at any time during the year provided that the customer agrees to remain on the alternative rate choice for a period of no less than twelve (12) months after switching options. Changes will be effective with the Customer's next scheduled bill.

Note: Meter readings will be recorded in hundreds of cubic feet (.1 Mcf) or multiples thereof.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Commodity Cost of Gas**

The indicated rates do not include the applicable commodity cost of gas which shall be added pursuant to Special Terms and Conditions, Tariff No. 1001.

**Subject to:**

**Special Provisions**

**Tariff**

Purchased Gas Adjustment Clause	1001
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Miscellaneous Fees and Taxes	1053
Unrecovered Purchased Gas Cost Adjustment	1071
** Temperature Adjustment Clause	1141
Performance Based Rate Change (PBRC)	1201

**\*\* Applicable to Rate Choice A Customers ONLY**

**Payment**

Bills are to be paid within 20 days after the date of Company's bill to Customer.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
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**RATE SCHEDULE 101  
RATE CHOICES A AND B  
RESIDENTIAL GAS SERVICE**

**Availability**

Natural gas service under this rate schedule is available to any individually metered single family residential customer for domestic uses at any point on the Company's system. Natural gas service under this tariff is also available to any individually metered single family residential customer for domestic uses at any point on the system of another pipeline with respect to which the Company has an agreement with such pipeline or is taking gas pursuant to a tariff for such service but only to the extent that: (1) such single family residential meter exists as of the effective date of this tariff; (2) service is required by operation of law; or (3) service is agreed to by such other pipeline.

This tariff shall also be available for individually metered two-family dwellings when the customer meets the following two (2) criteria: (1) The customer is responsible for payment of the bill; and (2) The customer is an occupant of one of the two dwellings served by the single meter. This rate shall not be available for any 3-(or more)-family dwellings served by one meter. The Company shall have the right to determine and confirm from time to time that the customer meets the criteria contained herein. Denial of access to the property to determine compliance with such criteria shall constitute grounds for denial of service pursuant to this tariff.

Gas service under this tariff is available for compressed natural gas facilities installed by the residential customer to serve their motorized vehicles.

Gas service is not available under this rate schedule for resale to others or for standby service.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
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December 18, 2009	572180	PUD 200900110

**Rate Choices**

The charge for recorded consumption of gas at one point of delivery in any month is as follows:

	<u>Service Charge</u>	<u>Delivery Fee</u>
For Rate Choice A	<del>\$14.73</del> <u>17.02</u> 16.10	<del>\$3.73</del> <u>234.37</u> 674.1143
Per Dth		

	<u>Service Charge</u>	<u>Delivery Fee</u>
For Rate Choice B	<del>\$30.28</del> <u>35.26</u> 33.24	\$0.00 per Dth

**Customer Choice Rate Placement**

Each customer's individual rate schedule will be determined based on the annual normalized volume at the customer's service location for the twelve (12)-month period ending on November 30, 2009. If the customer's service location's annual normalized volume is less than 50 Dth, then the customer's account will be placed on Choice A.

If the customer's service location's annual normalized volume is 50 Dth or greater, then the customer's account will be placed on Choice B.

An anticipated annual normalized usage level assessment will be conducted on each new service and for existing service as of December 31, 2009 that has less than twelve (12) months of service. The results of this assessment will decide the initial rate choice for the new account.

A customer may switch rate choices at any time during the year provided that the customer agrees to remain on the alternative rate choice for a period of no less than twelve (12) months after switching options. Changes will be effective with the Customer's next scheduled bill.

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
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December 18, 2009	572180	PUD 200900110

Note: Meter readings will be recorded in hundreds of cubic feet (.1 Mcf) or multiples thereof.

**Commodity Cost of Gas**

The indicated rates do not include the applicable commodity cost of gas which shall be added pursuant to Special Terms and Conditions, Tariff No. 1001.

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Purchased Gas Adjustment Clause	1001
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Miscellaneous Fees and Taxes	1053
Unrecovered Purchased Gas Cost Adjustment	1071
** Temperature Adjustment Clause	1141
Performance Based Rate Change (PBRC)	1201

**\*\* Applicable to Rate Choice A Customers ONLY**

**Payment**

<b><u>Rates Authorized By The Oklahoma Corporation</u></b>		
<b><u>Commission:</u></b>		
<b><u>Effective</u></b>	<b><u>Order No.</u></b>	<b><u>Cause/Docket No.</u></b>
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Bills are to be paid within 20 days after the date of Company's bill to Customer.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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**RATE SCHEDULE 101-V  
RESIDENTIAL GAS SERVICE – VOLUNTARY FIXED PRICE PROGRAM**

**Availability**

Customers who subscribe for service under this tariff shall remain under this tariff for the entire fiscal year period in which this program is offered, beginning in November of the current year and ending in October of the following year. Additionally, customers under this tariff will utilize the Company's Temperature Adjustment Clause (TAC) and are not eligible to opt out of TAC as provided in Tariff 1141, Section 2 while enrolled in the Voluntary Fixed Price (VFP) Program. Customers are required to re-subscribe to the program each year, provided that the VFP Program continues to be offered. Customers not specifically electing to continue under the VFP Program will revert back to their applicable tariff.

Natural gas service under this rate schedule is available to any individually metered single family residential customer for domestic uses at any point on the Company's system. Natural gas service under this tariff is also available to any individually metered single family residential customer for domestic uses at any point on the system of another pipeline with respect to which the Company has an agreement with such pipeline or is taking gas pursuant to a tariff for such service but only to the extent that: (1) such single family residential meter exists as of the effective date of this tariff; (2) service is required by operation of law; or (3) service is agreed to by such other pipeline.

This tariff shall also be available for individually metered two-family dwellings when the customer meets the following two (2) criteria: (1) The customer is responsible for payment of the bill; and (2) The customer is an occupant of one of the two dwellings served by the single meter. This rate shall not be available for any 3-(or more)-family dwellings served by one meter. The Company shall have the right to determine and confirm from time to time that the customer

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

meets the criteria contained herein. Denial of access to the property to determine compliance with such criteria shall constitute grounds for denial of service pursuant to this tariff.

Gas service under this tariff is available for compressed natural gas facilities installed by the residential customer to serve their motorized vehicles.

Gas service is not available under this rate schedule for resale to others or for standby service.

**Rate Choices**

The charge for recorded consumption of gas at one point of delivery in any month is as follows:

For Rate Choice A	<u>Service Charge</u> \$16.10	<u>Delivery Fee</u> \$4.1143 Per Dth
For Rate Choice B	<u>Service Charge</u> \$33.24	<u>Delivery Fee</u> \$0.00 per Dth

**Customer Option Placement**

Each customer's individual rate schedule will be determined based on the annual normalized volume at the customer's service location for the twelve (12)-month period ending on November 30, 2009. If the customer's service location's annual normalized volume is less than 50 Dth, then the customer's account will be placed on Option A.

If the customer's service location's annual normalized volume is 50 Dth or greater, then the customer's account will be placed on Option B.

An anticipated annual normalized usage level assessment will be conducted on each new service and for existing service as of December 31, 2009 that has less than twelve (12) months of service. The result of this assessment will decide the initial placement of the new account.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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December 18, 2009	572180	PUD 200900110

A customer may switch options at any time during the year provided that the customer agrees to remain on the alternative rate choice for a period of no less than twelve (12) months after switching options.

Note: Meter readings will be recorded in hundreds of cubic feet (.1 Mcf) or multiples thereof.

**Commodity Cost of Gas**

The indicated rates do not include the applicable commodity cost of gas which shall be added pursuant to Special Terms and Conditions, Tariff No. 1001-V.

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Purchased Gas Adjustment Clause	1001-V
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
** Temperature Adjustment Clause	1141
Performance Based Rate Change (PBRC)	1201

**\*\* Applicable to Rate Choice A Customers ONLY**

**Payment**

Bills are to be paid within 20 days after the date of Company's bill to Customer.

<b><u>Rates Authorized By The Oklahoma Corporation</u></b>		
<b><u>Commission:</u></b>		
<b>Effective</b>	<b>Order No</b>	<b>Cause/Docket No.</b>
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September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**RATE SCHEDULE 101-V  
RESIDENTIAL GAS SERVICE – VOLUNTARY FIXED PRICE PROGRAM**

**Availability**

Customers who subscribe for service under this tariff shall remain under this tariff for the entire fiscal year period in which this program is offered, beginning in November of the current year and ending in October of the following year. Additionally, customers under this tariff will utilize the Company's Temperature Adjustment Clause (TAC) and are not eligible to opt out of TAC as provided in Tariff 1141, Section 2 while enrolled in the Voluntary Fixed Price (VFP) Program. Customers are required to re-subscribe to the program each year, provided that the VFP Program continues to be offered. Customers not specifically electing to continue under the VFP Program will revert back to their applicable tariff.

Natural gas service under this rate schedule is available to any individually metered single family residential customer for domestic uses at any point on the Company's system. Natural gas service under this tariff is also available to any individually metered single family residential customer for domestic uses at any point on the system of another pipeline with respect to which the Company has an agreement with such pipeline or is taking gas pursuant to a tariff for such service but only to the extent that: (1) such single family residential meter exists as of the effective date of this tariff; (2) service is required by operation of law; or (3) service is agreed to by such other pipeline.

This tariff shall also be available for individually metered two-family dwellings when the customer meets the following two (2) criteria: (1) The customer is responsible for payment of the bill; and (2) The customer is an occupant of one of the two dwellings served by the single meter. This rate shall not be available for any 3-(or more)-family dwellings served by one meter. The Company shall have the right to determine and confirm from time to time that the customer

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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meets the criteria contained herein. Denial of access to the property to determine compliance with such criteria shall constitute grounds for denial of service pursuant to this tariff. Gas service under this tariff is available for compressed natural gas facilities installed by the residential customer to serve their motorized vehicles.

Gas service is not available under this rate schedule for resale to others or for standby service.

**Rate Choices**

The charge for recorded consumption of gas at one point of delivery in any month is as follows:

	<u>Service Charge</u>	<u>Delivery Fee</u>
For Rate Choice A	\$14.7317.0216.10	\$3.73234.37674.1143 Per Dth

	<u>Service Charge</u>	<u>Delivery Fee</u>
For Rate Choice B	\$30.2835.2633.24	\$0.00 per Dth

**Customer Option Placement**

Each customer's individual rate schedule will be determined based on the annual normalized volume at the customer's service location for the twelve (12)-month period ending on November 30, 2009. If the customer's service location's annual normalized volume is less than 50 Dth, then the customer's account will be placed on Option A.

If the customer's service location's annual normalized volume is 50 Dth or greater, then the customer's account will be placed on Option B.

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
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July 5, 2011	586900	PUD 201100034
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September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

An anticipated annual normalized usage level assessment will be conducted on each new service and for existing service as of December 31, 2009 that has less than twelve (12) months of service. The result of this assessment will decide the initial placement of the new account.

A customer may switch options at any time during the year provided that the customer agrees to remain on the alternative rate choice for a period of no less than twelve (12) months after switching options.

Note: Meter readings will be recorded in hundreds of cubic feet (.1 Mcf) or multiples thereof.

**Commodity Cost of Gas**

The indicated rates do not include the applicable commodity cost of gas which shall be added pursuant to Special Terms and Conditions, Tariff No. 1001-V.

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Purchased Gas Adjustment Clause	1001-V
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
** Temperature Adjustment Clause	1141
Performance Based Rate Change (PBRC)	1201

**\*\* Applicable to Rate Choice A Customers ONLY**

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Payment**

Bills are to be paid within 20 days after the date of Company's bill to Customer.

**Rates Authorized By The Oklahoma Corporation**

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December 18, 2009	572180	PUD 200900110

**RATE SCHEDULE 200-LCI  
LARGE SALES  
(150 Dth but less than 5,000 Dth annually)**

**Availability**

Natural gas service under this rate schedule is available to individually metered non-residential Customers whose annual consumption was 150 dekatherms (Dth) but less than 5,000 Dth during the previous twelve (12) consecutive months.

Such service shall be provided at any point on Company's system where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion or on the system of another pipeline with respect to which the Company has an agreement with such pipeline or is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by operation of law; (3) service is agreed to by such pipeline. Under this tariff the Company performs or causes to be performed all functions necessary to transport the gas commodity from the Point of Receipt to the end use Customer. For Customers under an existing contract, this tariff shall only apply upon termination of such contract.

Gas service is not available under this rate schedule for resale to others.

**Rate**

The charge for recorded consumption of gas at one point of delivery in any month is as follows:

Service Charge  
\$91.62

Note: Meter readings will be recorded in hundreds of cubic feet (.1 Mcf) or multiples thereof

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
May 12, 2011	585366	PUD 201000143
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



**Commodity Cost of Gas**

The indicated rates do not include the applicable commodity cost of gas which shall be added pursuant to Special Terms and Conditions, Tariff No. 1001.

**Subject to:**

**Special Provisions**

**Tariff**

Purchased Gas Adjustment Clause	1001
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Unrecovered Purchase Gas Cost (UPGC)	1071
Performance Based Rate Change (PBRC)	1201

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
May 12, 2011	585366	PUD 201000143
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**RATE SCHEDULE 200-LCI  
LARGE SALES  
(150 Dth but less than 5,000 Dth annually)**

**Availability**

Natural gas service under this rate schedule is available to individually metered non-residential Customers whose annual consumption was 150 dekatherms (Dth) but less than 5,000 Dth during the previous twelve (12) consecutive months.

Such service shall be provided at any point on Company's system where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion or on the system of another pipeline with respect to which the Company has an agreement with such pipeline or is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by operation of law; (3) service is agreed to by such pipeline. Under this tariff the Company performs or causes to be performed all functions necessary to transport the gas commodity from the Point of Receipt to the end use Customer. For Customers under an existing contract, this tariff shall only apply upon termination of such contract.

Gas service is not available under this rate schedule for resale to others.

**Rate**

The charge for recorded consumption of gas at one point of delivery in any month is as follows:

Service Charge  
\$81.0299.7691.62

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
May 12, 2011	585366	PUD 201000143
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

Note: Meter readings will be recorded in hundreds of cubic feet (.1 Mcf) or multiples thereof

**Commodity Cost of Gas**

The indicated rates do not include the applicable commodity cost of gas which shall be added pursuant to Special Terms and Conditions, Tariff No. 1001.

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Purchased Gas Adjustment Clause	1001
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Unrecovered Purchase Gas Cost (UPGC)	1071
Performance Based Rate Change (PBRC)	1201

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

<b><u>Rates Authorized By The Oklahoma Corporation</u></b>		
<b><u>Commission:</u></b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<b><u>PUD 201500213</u></b>
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
May 12, 2011	585366	PUD 201000143
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

# Exhibit “B”

**RATE SCHEDULE 291-S  
ALL CUSTOMERS SALES  
(5,000 Dth but less than or equal to 30,000 Dth annually)**

**Availability**

Natural gas service under this rate schedule is available to any individually metered non-residential Customer whose annual sales volume in dekatherms (Dth) was 5,000 Dth but less than or equal to 30,000 Dth during the previous twelve (12) month period. Such service shall be provided at any point on Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion. Such service shall also be provided on the system of another pipeline with respect to which the Company has an agreement with such pipeline or is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by operation of law; (3) service is agreed to by such pipeline.

Service is not available under this rate schedule for resale to others or for service for a term less than twelve (12) months.

Under this tariff the Company shall perform or cause to be performed all functions necessary to transport the gas commodity from the Point of Receipt to the end use Customer.

**Character of Service**

Firm gas sales service

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Monthly Fees:**

Facilities	System Color	Service Charge	MDQ Fee	Delivery Fee
Transmission (OGT <sup>1</sup> )	Red	\$62.95	\$1.46689	\$0.00012
Utility (ONG Distribution)	Blue	\$62.95	\$3.82440	\$0.45190
Transmission + Utility	Red + Blue	\$62.95	\$5.29129	\$0.45202

**Monthly Service Charge**

The Monthly Service Charge represents the fixed cost associated with providing individually metered service on a monthly basis. This charge shall not be prorated.

**Monthly MDQ Fee**

The Monthly MDQ Fee is the demand charge associated with reserving pipeline capacity to meet the maximum daily usage (hereinafter "maximum daily quantity" or "MDQ") for an individual Customer. If the use of EFM has established an MDQ for a Customer during the prior twelve (12)-month period, the MDQ derived from the EFM data shall be utilized. For Customers who have not established an MDQ through the use of EFM, the MDQ shall be calculated by using the connected load and applying a diversity factor appropriate for the operations conducted at the facilities. The MDQ in Dekatherms shall then be multiplied by each applicable Monthly MDQ Fee to determine the amount to be charged to the Customer for each billing period. The MDQ may be adjusted at any time for any known and quantifiable additions of equipment or removal of equipment at the Customer's facilities.

Except as allowed by the Company, Customer shall not be entitled to receive gas from Company on any day in excess of the MDQ amount established for such Customer pursuant to the foregoing

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

provisions. Periods of maximum usage may not be within a calendar month due to variations in billing periods. The Monthly MDQ Fee shall not be prorated.

**Monthly Delivery Fee**

The Monthly Delivery Fee represents the cost associated with transporting gas to the individual end use Customer. This charge, for each billing period, shall be determined by multiplying each applicable Monthly Delivery Fee times the dekatherms of gas delivered to such Customer during the applicable billing period.

**Commodity Cost of Gas**

The indicated rates do not include the applicable commodity cost of gas which shall be added pursuant to Special Terms and Conditions, Tariff No. 1001.

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Purchased Gas Adjustment Clause	1001
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Unrecovered Purchase Gas Cost (UPGC)	1071
Performance Based Rate Change (PBRC)	1201

**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the terms and conditions and general provisions of Tariffs 2000 and 2001, the Rate, the Additional Charges, and each of the Special Provisions, including but not limited to the fees to be charged thereunder.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Payment**

Bills are to be paid within 10 days after the date of Company' s bill to Customer.

Note: Meter readings will be recorded in hundreds of cubic feet (.1 Mcf) or multiple thereof.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



**RATE SCHEDULE 291-S  
ALL CUSTOMERS SALES  
(5,000 Dth but less than or equal to 30,000 Dth annually)**

**Availability**

Natural gas service under this rate schedule is available to any individually metered non-residential Customer whose annual sales volume in dekatherms (Dth) was 5,000 Dth but less than or equal to 30,000 Dth during the previous twelve (12) month period. Such service shall be provided at any point on Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion. Such service shall also be provided on the system of another pipeline with respect to which the Company has an agreement with such pipeline or is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by operation of law; (3) service is agreed to by such pipeline.

Service is not available under this rate schedule for resale to others or for service for a term less than twelve (12) months.

Under this tariff the Company shall perform or cause to be performed all functions necessary to transport the gas commodity from the Point of Receipt to the end use Customer.

**Character of Service**

Firm gas sales service

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Monthly Fees:**

<u>Facilities</u>	<u>System Color</u>	<u>Service Charge</u>	<u>MDQ Fee</u>	<u>Delivery Fee</u>
Transmission (OGT <sup>1</sup> )	Red	\$62.95	\$1.46689	\$0.00012
Utility (ONG Distribution)	Blue	\$62.95	\$3.82440	\$0.45190
Transmission + Utility	Red + Blue	\$62.95	\$5.29129	\$0.45202

~~Facilities: Service Charge MDQ Fee Delivery Fee~~  
~~Transmission (OGT<sup>1</sup>) \$0.00 per Month \$1.46689 per peak Dth \$0.00012 per Dth~~  
<sup>1</sup>ONEOK Gas Transportation, L.L.C.  
(OGT's fees may be subject to change from time to time)

~~Utility (ONG) \$3.8244 per peak Dth \$0.4519 per Dth~~

~~Utility Meter \$59.50 per Month~~

**Monthly Service Charge**

The Monthly Service Charge represents the fixed cost associated with providing individually metered service on a monthly basis. This charge shall not be prorated.

**Monthly MDQ Fee**

The Monthly MDQ Fee is the demand charge associated with reserving pipeline capacity to meet the maximum daily usage (hereinafter "maximum daily quantity" or "MDQ") for an individual Customer. If the use of EFM has established an MDQ for a Customer during the prior twelve (12)-month period, the MDQ derived from the EFM data shall be utilized. For Customers who have not

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

established an MDQ through the use of EFM, the MDQ shall be calculated by using the connected load and applying a diversity factor appropriate for the operations conducted at the facilities. The MDQ in Dekatherms shall then be multiplied by each applicable Monthly MDQ Fee to determine the amount to be charged to the Customer for each billing period. The MDQ may be adjusted at any time for any known and quantifiable additions of equipment or removal of equipment at the Customer's facilities.

Except as allowed by the Company, Customer shall not be entitled to receive gas from Company on any day in excess of the MDQ amount established for such Customer pursuant to the foregoing provisions. Periods of maximum usage may not be within a calendar month due to variations in billing periods. The Monthly MDQ Fee shall not be prorated.

**Monthly Delivery Fee**

The Monthly Delivery Fee represents the cost associated with transporting gas to the individual end use Customer. This charge, for each billing period, shall be determined by multiplying each applicable Monthly Delivery Fee times the dekatherms of gas delivered to such Customer during the applicable billing period.

**Commodity Cost of Gas**

The indicated rates do not include the applicable commodity cost of gas which shall be added pursuant to Special Terms and Conditions, Tariff No. 1001.

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Purchased Gas Adjustment Clause	1001
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053

<b><u>Rates Authorized By The Oklahoma Corporation</u></b>		
<b><u>Commission:</u></b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<b><u>PUD 201500213</u></b>
August 8, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

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Unrecovered Purchase Gas Cost (UPGC)	1071
Performance Based Rate Change (PBRC)	1201

**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the terms and conditions and general provisions of Tariffs 2000 and 2001, the Rate, the Additional Charges, and each of the Special Provisions, including but not limited to the fees to be charged thereunder.

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

Note: Meter readings will be recorded in hundreds of cubic feet (.1 Mcf) or multiple thereof.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**RATE SCHEDULE 255-T  
ALL NON-RESIDENTIAL CUSTOMERS TRANSPORT ONLY  
(900 Dth but less than 5,000 Dth annually)**

**Availability**

Natural gas service under this rate schedule is available to any individually metered, non-residential customer whose actual annual volume in dekatherms (Dth) was or is estimated in the following year to be 900 Dth but less than 5,000 Dth during the previous twelve (12) month period. Such service shall be provided at any point on Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion, or on the system of another pipeline with respect to which the Company has an agreement with such pipeline or is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by operation of law; (3) service is agreed to by such pipeline.

Electronic flow measurement (EFM) will be required for all Customers under this tariff. If the locations of Customer's facilities or other factors interfere with the ability to communicate EFM volume data using Company's available cellular telephone technology, Customer will be required to provide and maintain, at its own expense, a dedicated telephone line through which communications may be transmitted. In the alternative, Customer may elect to discontinue service under this tariff and to receive service under the applicable sales tariff. The EFM equipment shall remain the property of the Company and at no time may the Customer take possession of the EFM equipment without written consent by an authorized representative of the Company per Tariff 2000, Article 7.8.

Service is not available under this rate schedule for resale to others or for service for a term less than twelve (12) months.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
March 11, 2011	583489	PUD 201000061
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

Under this tariff the Company shall perform or cause to be performed all functions necessary to transport the gas commodity from the Point of Receipt to the end use Customer. The Customer is responsible for acquiring the gas commodity from a third party supplier. Such gas supply must be delivered to the pipeline providing upstream services for the system from which the Customer is served.

Customer shall deliver to Company each month, as reimbursement for fuel used, lost and unaccounted for, Dth's of gas equal to the percentage amount authorized to be collected (as adjusted from time to time) times the Dth's of gas delivered to Company by or for the account of Customer for transportation.

**Character of Service**

Firm gas transportation service.

**Rate Choices**

The charge for recorded consumption of gas at one point of delivery in any month is as follows:

**Monthly Fees:**

Facilities	System Color	Service Charge	Delivery Fee
Transmission (OGT <sup>1</sup> )	Red	\$90.00	\$0.2946
Utility (ONG Distribution)	Blue	\$90.00	\$0.3362
Transmission + Utility	Red + Blue	\$90.00	\$0.6308

<sup>1</sup>ONEOK Gas Transportation, L.L.C.

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
March 11, 2011	583489	PUD 201000061
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

(OGT's fees may be subject to change from time to time)

**Additional Charges**

Each Customer shall be charged an Additional Charge per point of delivery for EFM equipment. Any not-for-profit or tax revenue supported elementary, middle or high schools (public and parochial), institutions of higher-learning and vo-techs, and other tax revenue supported teaching facilities shall, at their option, pay an Additional Charge of either forty-four dollars (\$44.00) per month per point of delivery, which covers the EFM equipment and a monthly EFM charge, or they may obtain the EFM equipment from Company at the charge of one thousand eight hundred ninety six dollars (\$1,896.00) and pay twenty dollars and fifty four cents (\$20.54) per month per point of delivery for the EFM charge. All other Customers shall be required to obtain EFM equipment from Company at the charge of one thousand eight hundred ninety six dollars (\$1,896.00) and pay the Additional Charge of twenty dollars and fifty four cents (\$20.54) per month per point of delivery.

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Line Loss Rider	1191
Performance Based Rate Change (PBRC)	1201
General Terms and Conditions for Transportation Service	2000
Gas Transportation Agreement	2001

<b><u>Rates Authorized By The Oklahoma Corporation</u></b>		
<b><u>Commission:</u></b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
March 11, 2011	583489	PUD 201000061
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the Rate and the Additional Charges set forth in this Tariff, and each of the Special Provisions hereof, including but not limited to the fees to be charged there under and the terms and conditions and general provisions of Tariffs 2000 and 2001.

If the Company and Customer elect not to enter into a formal written gas transportation agreement, any transportation service provided by Company to Customer under this Tariff shall be deemed to be provided subject to the terms and conditions of Tariff 2000 and 2001.

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

Note: Meter readings will be recorded in thousands of cubic feet (Mcf) or multiples thereof.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
March 11, 2011	583489	PUD 201000061
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



**RATE SCHEDULE 255-T  
ALL NON-RESIDENTIAL CUSTOMERS TRANSPORT ONLY  
(900 Dth but less than 5,000 Dth annually)**

**Availability**

Natural gas service under this rate schedule is available to any individually metered, non-residential customer whose actual annual volume in dekatherms (Dth) was or is estimated in the following year to be 900 Dth but less than 5,000 Dth during the previous twelve (12) month period. Such service shall be provided at any point on Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion, or on the system of another pipeline with respect to which the Company has an agreement with such pipeline or is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by operation of law; (3) service is agreed to by such pipeline.

Electronic flow measurement (EFM) will be required for all Customers under this tariff. If the locations of Customer's facilities or other factors interfere with the ability to communicate EFM volume data using Company's available cellular telephone technology, Customer will be required to provide and maintain, at its own expense, a dedicated telephone line through which communications may be transmitted. In the alternative, Customer may elect to discontinue service under this tariff and to receive service under the applicable sales tariff. The EFM equipment shall remain the property of the Company and at no time may the Customer take possession of the EFM equipment without written consent by an authorized representative of the Company per Tariff 2000, Article 7.8.

Service is not available under this rate schedule for resale to others or for service for a term less than twelve (12) months.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<b><u>PUD 201500213</u></b>
August 8, 2014	628742	PUD 201400069
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July 5, 2011	586900	PUD 201100034
March 11, 2011	583489	PUD 201000061
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

Under this tariff the Company shall perform or cause to be performed all functions necessary to transport the gas commodity from the Point of Receipt to the end use Customer. The Customer is responsible for acquiring the gas commodity from a third party supplier. Such gas supply must be delivered to the pipeline providing upstream services for the system from which the Customer is served.

Customer shall deliver to Company each month, as reimbursement for fuel used, lost and unaccounted for, Dth's of gas equal to the percentage amount authorized to be collected (as adjusted from time to time) times the Dth's of gas delivered to Company by or for the account of Customer for transportation.

**Character of Service**

Firm gas transportation service.

**Rate Choices**

The charge for recorded consumption of gas at one point of delivery in any month is as follows:

**Monthly Fees:**

<u>Facilities</u>	<u>System Color</u>	<u>Service Charge</u>	<u>Delivery Fee</u>
<u>Transmission (OGT<sup>1</sup>)</u>	<u>Red</u>	<u>\$98.1490.00</u>	<u>\$0.2946</u>
<u>Utility (ONG Distribution)</u>	<u>Blue</u>	<u>\$98.1490.00</u>	<u>\$0.29113362</u>
<u>Transmission + Utility</u>	<u>Red + Blue</u>	<u>\$98.1490.00</u>	<u>\$0.58576308</u>

<sup>1</sup>ONEOK Gas Transportation, L.L.C.

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
March 11, 2011	583489	PUD 201000061
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

(OGT's fees may be subject to change from time to time)

<u>Service Charge</u>	<u>Delivery Fee</u>
\$90.00	\$0.2904 per Dth

~~(Subject to OGT Transmission Charges on a volumetric per Dekatherm basis)~~

**Additional Charges**

Each Customer shall be charged an Additional Charge per point of delivery for EFM equipment. Any not-for-profit or tax revenue supported elementary, middle or high schools (public and parochial), institutions of higher-learning and vo-techs, and other tax revenue supported teaching facilities shall, at their option, pay an Additional Charge of either forty-four dollars (\$44.00) per month per point of delivery, which covers the EFM equipment and a monthly EFM charge, or they may obtain the EFM equipment from Company at the charge of one thousand eight hundred ninety six dollars (\$1,896.00) and pay twenty dollars and fifty four cents (\$20.54) per month per point of delivery for the EFM charge. All other Customers shall be required to obtain EFM equipment from Company at the charge of one thousand eight hundred ninety six dollars (\$1,896.00) and pay the Additional Charge of twenty dollars and fifty four cents (\$20.54) per month per point of delivery.

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Line Loss Rider	1191

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
March 11, 2011	583489	PUD 201000061
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

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Performance Based Rate Change (PBRC)	1201
General Terms and Conditions for Transportation Service	2000
Gas Transportation Agreement	2001

**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the Rate and the Additional Charges set forth in this Tariff, and each of the Special Provisions hereof, including but not limited to the fees to be charged there under and the terms and conditions and general provisions of Tariffs 2000 and 2001.

If the Company and Customer elect not to enter into a formal written gas transportation agreement, any transportation service provided by Company to Customer under this Tariff shall be deemed to be provided subject to the terms and conditions of Tariff 2000 and 2001.

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

Note: Meter readings will be recorded in thousands of cubic feet (Mcf) or multiples thereof.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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**RATE SCHEDULE 291-T  
ALL CUSTOMERS TRANSPORT ONLY  
(5,000 Dth but less than 30,000 Dth annually)**

**Availability**

Natural gas service under this rate schedule is available to any individually metered Customer whose actual annual transportation volume in dekatherms (Dth) was or is estimated in the following year to be 5,000 Dth but less than 30,000 Dth during the previous twelve (12) months. Such service shall be provided at any point on Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion.

Such service shall also be provided on the system of another pipeline with respect to which the Company has an agreement with such pipeline or is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by operation of law; (3) service is agreed to by such pipeline.

Electronic flow measurement (EFM) will be required for all Customers under this tariff. If the locations of Customer's facilities or other factors interfere with the ability to communicate EFM volume data using Company's available cellular telephone technology, Customer will be required to provide and maintain, at its own expense, a dedicated telephone line through which communications may be transmitted. In the alternative, Customer may elect to discontinue service under this tariff and to receive service under the applicable sales tariff. The EFM equipment shall remain the property of the Company and at no time may the Customer take possession of the EFM equipment without written consent by an authorized representative of the Company per Tariff 2000, Article 7.8.

Any natural gas sales customer of the Company, who otherwise qualifies and decides to start receiving transportation service pursuant to this tariff, shall be billed for any applicable deferred gas cost recovery balance associated with the customer's jurisdictional natural gas sales account upon becoming a transport customer if such balance is greater than \$5,000. This is to assure that the Company's remaining jurisdictional sales customers are not burdened with deferred gas cost recovery

**Rates Authorized By The Oklahoma Corporation**

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balances applicable to usage by the departing sales customer. If the obligation is negative, and such balance is greater than \$5,000, the Company must refund this balance to the Customer.

Service is not available under this rate schedule for resale to others or for service for a term less than twelve (12) months.

Under this tariff the Company shall perform or cause to be performed all functions necessary to transport the gas commodity from the Point of Receipt to the end use Customer. The transmission charges shall include the upstream transportation charges for Transmission (OGT<sub>1</sub>). Customer may elect upon one hundred (180) days written notice to the Company, to obtain all transportation services upstream of the distribution system from a third party that is interconnected with the distribution system from which the Customer is served, and upon such election, the Transmission (OGT) rate shall not be included, effective with the next billing period.

The Customer is responsible for acquiring the gas commodity from a third party supplier. Such gas supply must be delivered to the pipeline providing upstream services for the system from which the Customer is served.

As reimbursement for fuel used, lost and unaccounted for, Customer shall deliver to Company each month Dth's of gas equal to the percentage amount authorized to be collected (as adjusted from time to time) times the Dth's of gas delivered to Company by or for the account of Customer for transportation.

For Customers who have the upstream transportation of gas provided by a pipeline other than OGT, the Company will back out the firm transportation rate charged by OGT.

**Character of Service**

Firm gas transportation service.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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		PUD 201500213
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December 18, 2009	572180	PUD 200900110

**Monthly Fees:**

Facilities	System Color	Service Charge	MDQ Fee	Delivery Fee
Transmission (OGT <sup>1</sup> )	Red	\$62.95	\$1.46689	\$0.00012
Utility (ONG Distribution)	Blue	\$62.95	\$3.80810	\$0.45190
Transmission + Utility	Red + Blue	\$62.95	\$5.27499	\$0.45202

<sup>1</sup>ONEOK Gas Transportation, L.L.C.  
 (OGT's fees may be subject to change from time to time)

**Monthly Service Charge**

The Monthly Service Charge represents the fixed cost associated with providing individually metered service on a monthly basis. This charge shall not be prorated.

**Monthly MDQ Fee**

The Monthly MDQ Fee is the demand charge associated with reserving pipeline capacity to meet the maximum daily usage (hereinafter "maximum daily quantity" or "MDQ") for an individual Customer. If the use of EFM has established an MDQ for a Customer during the prior twelve (12)-month period, the MDQ derived from the EFM data shall be utilized. For Customers who have not established an MDQ through the use of EFM, the MDQ shall be calculated by using the connected load and applying a diversity factor appropriate for the operations conducted at the facilities. The MDQ in Dekatherms shall then be multiplied by each applicable Monthly MDQ Fee to determine the amount to be charged to the Customer for each billing period. The MDQ may be adjusted at any time for any known and quantifiable additions of equipment or removal of equipment at the Customer's facilities.

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Except as allowed by the Company, Customers shall not be entitled to receive gas from Company on any day in excess of the MDQ amount established for such Customer pursuant to the foregoing provisions. Periods of maximum usage may not be within a calendar month due to variations in billing periods. The Monthly MDQ Fee shall not be prorated.

**Monthly Delivery Fee**

The Monthly Delivery Fee represents the cost associated with transporting gas to the individual end use Customer. This charge, for each billing period, shall be determined by multiplying the applicable Monthly Delivery Fee times the dekatherms of gas delivered to such Customer during the applicable billing period.

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Line Loss Rider	1191
Performance Based Rate Change (PBRC)	1201
General Terms and Conditions for Transportation Service	2000
Gas Transportation Agreement	2001

**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the Rate and the Additional Charges set forth in this Tariff, and each of the Special Provisions hereof, including but

<b><u>Rates Authorized By The Oklahoma Corporation</u></b>		
<b><u>Commission:</u></b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
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not limited to the fees to be charged there under and the terms and conditions and general provisions of Tariffs 2000 and 2001.

If the Company and Customer elect not to enter into a formal written gas transportation agreement, any transportation service provided by Company to Customer under this Tariff shall be deemed to be provided subject to the terms and conditions of Tariff 2000 and 2001.

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

Note: Meter readings will be recorded in thousands of cubic feet (Mcf) or multiple thereof.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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**RATE SCHEDULE 291-T  
ALL CUSTOMERS TRANSPORT ONLY  
(5,000 Dth but less than 30,000 Dth annually)**

**Availability**

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Such service shall also be provided on the system of another pipeline with respect to which the Company has an agreement with such pipeline or is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by operation of law; (3) service is agreed to by such pipeline.

Electronic flow measurement (EFM) will be required for all Customers under this tariff. If the locations of Customer's facilities or other factors interfere with the ability to communicate EFM volume data using Company's available cellular telephone technology, Customer will be required to provide and maintain, at its own expense, a dedicated telephone line through which communications may be transmitted. In the alternative, Customer may elect to discontinue service under this tariff and to receive service under the applicable sales tariff. The EFM equipment shall remain the property of the Company and at no time may the Customer take possession of the EFM equipment without written consent by an authorized representative of the Company per Tariff 2000, Article 7.8.

Any natural gas sales customer of the Company, who otherwise qualifies and decides to start receiving transportation service pursuant to this tariff, shall be billed for any applicable deferred gas cost recovery balance associated with the customer's jurisdictional natural gas sales account upon becoming a transport customer if such balance is greater than \$5,000. This is to assure that the Company's remaining jurisdictional sales customers are not burdened with deferred gas cost recovery

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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balances applicable to usage by the departing sales customer. If the obligation is negative, and such balance is greater than \$5,000, the Company must refund this balance to the Customer.

Service is not available under this rate schedule for resale to others or for service for a term less than twelve (12) months.

Under this tariff the Company shall perform or cause to be performed all functions necessary to transport the gas commodity from the Point of Receipt to the end use Customer. The transmission charges shall include the upstream transportation charges for Transmission (OGT<sub>1</sub>). Customer may elect upon one hundred (180) days written notice to the Company, to obtain all transportation services upstream of the distribution system from a third party that is interconnected with the distribution system from which the Customer is served, and upon such election, the Transmission (OGT) rate shall not be included, effective with the next billing period.

The Customer is responsible for acquiring the gas commodity from a third party supplier. Such gas supply must be delivered to the pipeline providing upstream services for the system from which the Customer is served.

As reimbursement for fuel used, lost and unaccounted for, Customer shall deliver to Company each month Dth's of gas equal to the percentage amount authorized to be collected (as adjusted from time to time) times the Dth's of gas delivered to Company by or for the account of Customer for transportation.

For Customers who have the upstream transportation of gas provided by a pipeline other than OGT, the Company will back out the firm transportation rate charged by OGT.

**Character of Service**

Firm gas transportation service.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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		<b><u>PUD 201500213</u></b>
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July 5, 2011	586900	PUD 201100034
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**Monthly Fees:**

**Facilities:** Service Charge MDQ Fee Delivery Fee

<u>Facilities</u>	<u>System Color</u>	<u>Service Charge</u>	<u>MDQ Fee</u>	<u>Delivery Fee</u>
<u>Transmission (OGT<sup>1</sup>)</u>	<u>Red</u>	<u>\$62.95</u>	<u>\$1.46689</u>	<u>\$0.00012</u>
<u>Utility (ONG Distribution)</u>	<u>Blue</u>	<u>\$62.95</u>	<u>\$3.8244080810</u>	<u>\$0.45190</u>
<u>Transmission + Utility</u>	<u>Red + Blue</u>	<u>\$62.95</u>	<u>\$5.2912927499</u>	<u>\$0.45202</u>

Transmission (OGT<sup>1</sup>) \$0.00 per Month \$1.46689 per peak Dth \$0.00012 per Dth

<sup>1</sup>ONEOK Gas Transportation, L.L.C.  
 (OGT's fees may be subject to change from time to time)

Utility (ONG) \$3.8244 per peak Dth \$0.4519 per Dth

Utility Meter \$59.50 per Month

**Monthly Service Charge**

The Monthly Service Charge represents the fixed cost associated with providing individually metered service on a monthly basis. This charge shall not be prorated.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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		<u>PUD 201500213</u>
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<u>September 22, 2010</u>	<u>578795</u>	<u>PUD 201000048</u>
<u>December 18, 2009</u>	<u>572180</u>	<u>PUD 200900110</u>

**Monthly MDQ Fee**

The Monthly MDQ Fee is the demand charge associated with reserving pipeline capacity to meet the maximum daily usage (hereinafter “maximum daily quantity” or “MDQ”) for an individual Customer. If the use of EFM has established an MDQ for a Customer during the prior twelve (12)-month period, the MDQ derived from the EFM data shall be utilized. For Customers who have not established an MDQ through the use of EFM, the MDQ shall be calculated by using the connected load and applying a diversity factor appropriate for the operations conducted at the facilities. The MDQ in Dekatherms shall then be multiplied by each applicable Monthly MDQ Fee to determine the amount to be charged to the Customer for each billing period. The MDQ may be adjusted at any time for any known and quantifiable additions of equipment or removal of equipment at the Customer’s facilities.

Except as allowed by the Company, Customers shall not be entitled to receive gas from Company on any day in excess of the MDQ amount established for such Customer pursuant to the foregoing provisions. Periods of maximum usage may not be within a calendar month due to variations in billing periods. The Monthly MDQ Fee shall not be prorated.

**Monthly Delivery Fee**

The Monthly Delivery Fee represents the cost associated with transporting gas to the individual end use Customer. This charge, for each billing period, shall be determined by multiplying the applicable Monthly Delivery Fee times the dekatherms of gas delivered to such Customer during the applicable billing period.

**Subject to:**

**Special Provisions**

**Tariff**

Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041

<b><u>Rates Authorized By The Oklahoma Corporation</u></b>		
<b><u>Commission:</u></b>		
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		<b><u>PUD 201500213</u></b>
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Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Line Loss Rider	1191
Performance Based Rate Change (PBRC)	1201
General Terms and Conditions for Transportation Service	2000
Gas Transportation Agreement	2001

**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the Rate and the Additional Charges set forth in this Tariff, and each of the Special Provisions hereof, including but not limited to the fees to be charged there under and the terms and conditions and general provisions of Tariffs 2000 and 2001.

If the Company and Customer elect not to enter into a formal written gas transportation agreement, any transportation service provided by Company to Customer under this Tariff shall be deemed to be provided subject to the terms and conditions of Tariff 2000 and 2001.

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

Note: Meter readings will be recorded in thousands of cubic feet (Mcf) or multiple thereof.

**Rates Authorized By The Oklahoma Corporation**

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**RATE SCHEDULE 391-T**  
**ALL CUSTOMERS TRANSPORT ONLY**  
**(30,000 Dth but less than 450,000 Dth annually)**

**Availability**

Natural gas service is available under this rate schedule to any individually metered Customer whose actual annual transportation volume in Dekatherms (Dth) was or is estimated in the following year to be 30,000 Dth but less than 450,000 Dth during the previous twelve (12) months. Such service shall be provided at any point on Company's system where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion.

Such service is also available to a qualifying customer that is on the system of another pipeline or who is taking gas pursuant to a tariff with respect to which the Company has an agreement with such pipeline for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by operation of law; (3) service is agreed to by such pipeline.

Electronic flow measurement (EFM) will be required for all Customers on this tariff. If the locations of Customer's facilities or other factors interfere with the ability to communicate EFM volume data using Company's available cellular telephone technology, Customer will be required to provide and maintain, at its own expense, a dedicated telephone line through which communications may be transmitted. The EFM equipment shall remain the property of the Company and at no time may the Customer take possession of the EFM equipment without written consent by an authorized representative of the Company per Tariff 2000, Article 7.8.

Any natural gas sales customer of the Company, who otherwise qualifies and decides to start receiving transportation service pursuant to this tariff, shall be billed for any applicable deferred gas cost recovery balance associated with the customer's jurisdictional natural gas sales account upon becoming a transport customer if such balance is greater than \$5,000. This is to assure that the Company's remaining jurisdictional sales customers are not burdened with deferred gas cost recovery balances applicable to usage by the departing sales customer. If the obligation is negative, and such

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balance is greater than \$5,000, the Company must refund this balance to the Customer.

Service is not available under this rate schedule for resale to any third party or for service for a term less than 12 months.

Under this tariff the Company shall perform or cause to be performed all functions necessary to transport the gas commodity from the Point of Receipt to the end use Customer. Such transportation rate shall include the rates for Transmission (OGT<sup>1</sup>), the Utility (Distribution) and the Utility Meter. Customer may elect upon one hundred eighty (180) days written notice to Company, to obtain all transportation services upstream of the distribution system from a third party that is interconnected with the distribution system from which the Customer is served, and upon such election, the Transmission (OGT<sup>1</sup>) rate shall not be included, effective with the next billing period. Customers served from the Utility (Distribution) facilities shall be charged the Monthly Fees for Utility (Distribution) and Utility Meter and the Monthly Service Fee for Transmission (OGT); Customers served from the Utility (Transmission) facilities shall be charged the Monthly Fees for Utility (Transmission) and Utility Meter; and Customers served from the Transmission (OGT) facilities shall be charged the Monthly Fees for Transmission (OGT) and Utility Meter.

The Customer is responsible for acquiring the gas commodity from a third party supplier. As reimbursement for fuel used, lost and unaccounted for, Customer shall deliver to Company each month Dths of gas equal to the percentage amount authorized to be collected (as adjusted from time to time) times the Dths of gas delivered to Customer. Such gas supply must be delivered to the pipeline providing upstream services to the system from which the Customer is served.

**Character of Service**

Firm gas transportation service.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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**Monthly Fees:**

Facilities	System Color	Service Charge	MDQ Fee	Delivery Fee
Transmission (OGT <sup>1</sup> )	Red	\$300.00	\$1.46689	\$0.00012
Utility (ONG Distribution)	Blue	\$810.00	\$3.70700	\$0.10478
Transmission + Utility	Red + Blue	\$810.00	\$5.17389	\$0.10490

<sup>1</sup>ONEOK Gas Transportation, L.L.C.  
 (OGT's Fees may be subject to change from time to time)

**Monthly Service Charge**

The Monthly Service Charge represents the fixed cost associated with providing individually metered service on a monthly basis. This fee shall not be prorated.

**Monthly MDQ Fee**

The Monthly MDQ Fee is the demand charge associated with reserving pipeline capacity to meet the maximum daily usage (hereinafter "maximum daily quantity" or "MDQ") for an individual Customer. If the use of EFM has established an MDQ for a Customer during the prior twelve (12)-month period, the MDQ derived from the EFM data shall be utilized. For Customers who have not established an MDQ through the use of EFM, the MDQ shall be calculated by using the connected load and applying a diversity factor appropriate for the operations conducted at the Customer's facilities. The MDQ in Dekatherms shall then be multiplied by each applicable Monthly MDQ Fee to determine the amount to be charged to the Customer for each billing period. The MDQ may be adjusted at any time for any known and quantifiable additions of equipment or removal of equipment at the Customer's facilities.

<b><u>Rates Authorized By The Oklahoma Corporation</u></b>		
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The Monthly Delivery Fee represents the cost associated with transporting gas to the individual end use Customer. This charge, for each billing period, shall be determined by multiplying the applicable Monthly Delivery Fee times the dekatherms of gas delivered to such Customer during the applicable billing period.

**Subject to:**

**Special Provisions**

	<b><u>Tariff</u></b>
Gross Receipts & Franchise Tax Adjustments	1011
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**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the Rate and the Additional Charges set forth in this Tariff, and each of the Special Provisions hereof, including but not limited to the fees to be charged there under and the terms and conditions and general provisions

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**Payment**

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(30,000 Dth but less than 450,000 Dth annually)**

**Availability**

Natural gas service is available under this rate schedule to any individually metered Customer whose actual annual transportation volume in Dekatherms (Dth) was or is estimated in the following year to be 30,000 Dth but less than 450,000 Dth during the previous twelve (12) months. Such service shall be provided at any point on Company's system where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion. Such service is also available to a qualifying customer that is on the system of another pipeline or who is taking gas pursuant to a tariff with respect to which the Company has an agreement with such pipeline for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by operation of law; (3) service is agreed to by such pipeline.

Electronic flow measurement (EFM) will be required for all Customers on this tariff. If the locations of Customer's facilities or other factors interfere with the ability to communicate EFM volume data using Company's available cellular telephone technology, Customer will be required to provide and maintain, at its own expense, a dedicated telephone line through which communications may be transmitted. The EFM equipment shall remain the property of the Company and at no time may the Customer take possession of the EFM equipment without written consent by an authorized representative of the Company per Tariff 2000, Article 7.8.

Any natural gas sales customer of the Company, who otherwise qualifies and decides to start receiving transportation service pursuant to this tariff, shall be billed for any applicable deferred gas cost recovery balance associated with the customer's jurisdictional natural gas sales account upon becoming a transport customer if such balance is greater than \$5,000. This is to assure that the Company's remaining jurisdictional sales customers are not burdened with deferred gas cost recovery balances applicable to usage by the departing sales customer. If the obligation is negative, and such

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

balance is greater than \$5,000, the Company must refund this balance to the Customer.

Service is not available under this rate schedule for resale to any third party or for service for a term less than 12 months.

Under this tariff the Company shall perform or cause to be performed all functions necessary to transport the gas commodity from the Point of Receipt to the end use Customer. Such transportation rate shall include the rates for Transmission (OGT<sup>1</sup>), the Utility (Distribution) and the Utility Meter. Customer may elect upon one hundred eighty (180) days written notice to Company, to obtain all transportation services upstream of the distribution system from a third party that is interconnected with the distribution system from which the Customer is served, and upon such election, the Transmission (OGT<sup>1</sup>) rate shall not be included, effective with the next billing period. Customers served from the Utility (Distribution) facilities shall be charged the Monthly Fees for Utility (Distribution) and Utility Meter and the Monthly Service Fee for Transmission (OGT); Customers served from the Utility (Transmission) facilities shall be charged the Monthly Fees for Utility (Transmission) and Utility Meter; and Customers served from the Transmission (OGT) facilities shall be charged the Monthly Fees for Transmission (OGT) and Utility Meter.

The Customer is responsible for acquiring the gas commodity from a third party supplier. As reimbursement for fuel used, lost and unaccounted for, Customer shall deliver to Company each month Dths of gas equal to the percentage amount authorized to be collected (as adjusted from time to time) times the Dths of gas delivered to Customer. Such gas supply must be delivered to the pipeline providing upstream services to the system from which the Customer is served.

**Character of Service**

Firm gas transportation service.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Monthly Fees:**

<u>Facilities</u>	<u>System Color</u>	<u>Service Charge</u>	<u>MDQ Fee</u>	<u>Delivery Fee</u>
<u>Transmission (OGT<sup>1</sup>)</u>	<u>Red</u>	<u>\$300.00</u>	<u>\$1.46689</u>	<u>\$0.00012</u>
<u>Utility (ONG Distribution)</u>	<u>Blue</u>	<u>\$810.00</u>	<u>\$3.70700</u>	<u>\$0.10478</u>
<u>Transmission + Utility</u>	<u>Red + Blue</u>	<u>\$810.00</u>	<u>\$5.23229173</u> <u>89</u>	<u>\$0.10490</u>

<u>Facilities</u>	<u>Service Charge</u>	<u>MDQ Fee</u>	<u>Delivery Fee</u>
<u>Transmission (OGT<sup>1</sup>)</u>	<u>\$0.00 per Month</u>	<u>\$1.46689 per peak Dth</u>	<u>0.00012 per Dth</u>

<sup>1</sup>ONEOK Gas Transportation, L.L.C.  
 (OGT's Fees may be subject to change from time to time)

<u>Utility (Distribution)</u>	<u>\$250.00 per Month</u>	<u>\$3.7617 per peak Dth</u>	<u>\$0.10478 per Dth</u>
<sup>2</sup> Inclusive of Utility (Transmission) rate			

<u>Utility (Transmission)</u>	<u>\$50.00 per Month</u>	<u>\$1.0044 per peak Dth</u>	<u>\$0.10478 per Dth</u>
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<u>Utility Meter</u>	<u>\$300.00 per Month</u>
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**Monthly Service Charge**

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
<u>August 8, 2014</u>	<u>628742</u>	<u>PUD 201400069</u>
<u>August 1, 2013</u>	<u>614409</u>	<u>PUD 201300032</u>
<u>July 5, 2011</u>	<u>586900</u>	<u>PUD 201100034</u>
<u>September 22, 2010</u>	<u>578795</u>	<u>PUD 201000048</u>
<u>December 18, 2009</u>	<u>572180</u>	<u>PUD 200900110</u>

The Monthly Service Charge represents the fixed cost associated with providing individually metered service on a monthly basis. This fee shall not be prorated.

**Monthly MDQ Fee**

The Monthly MDQ Fee is the demand charge associated with reserving pipeline capacity to meet the maximum daily usage (hereinafter "maximum daily quantity" or "MDQ") for an individual Customer. If the use of EFM has established an MDQ for a Customer during the prior twelve (12)-month period, the MDQ derived from the EFM data shall be utilized. For Customers who have not established an MDQ through the use of EFM, the MDQ shall be calculated by using the connected load and applying a diversity factor appropriate for the operations conducted at the Customer's facilities. The MDQ in Dekatherms shall then be multiplied by each applicable Monthly MDQ Fee to determine the amount to be charged to the Customer for each billing period. The MDQ may be adjusted at any time for any known and quantifiable additions of equipment or removal of equipment at the Customer's facilities.

Except as allowed by the Company, Customers shall not be entitled to receive gas from Company on any day in excess of the MDQ amount established for such Customer pursuant to the foregoing provisions. Periods of maximum usage may not be within a calendar month due to variations in billing periods. The Monthly MDQ Fee shall not be prorated.

**Monthly Delivery Fee**

The Monthly Delivery Fee represents the cost associated with transporting gas to the individual end use Customer. This charge, for each billing period, shall be determined by multiplying the applicable Monthly Delivery Fee times the dekatherms of gas delivered to such Customer during the applicable billing period.

**Subject to:**  
**Special Provisions**

**Tariff**

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Line Loss Rider	1191
Performance Based Rate Change (PBRC)	1201
General Terms and Conditions for Transportation	2000
Gas Transportation Agreement	2001

**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the Rate and the Additional Charges set forth in this Tariff, and each of the Special Provisions hereof, including but not limited to the fees to be charged there under and the terms and conditions and general provisions of Tariff 2000 and 2001.

If the Company and Customer elect not to enter into a formal written gas transportation agreement, any transportation service provided by Company to Customer under this Tariff shall be deemed to be provided subject to the terms and conditions of Tariff 2000 and 2001.

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

Note: Meter readings will be recorded in thousands of cubic feet (Mcf) or multiple thereof.

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



**RATE SCHEDULE 655-T  
WHOLESALE CUSTOMERS TRANSPORT ONLY  
(900 Dth but less than 5,000 Dth annually)**

**Availability**

Wholesale natural gas service under this rate schedule is available to gas utility companies or systems which purchase their gas transportation requirements from the Company for redelivery and distribution to their customers and whose actual annual volume in dekatherms (Dth) was or is estimated in the following year to be 900 Dth but less than 5,000 Dth during the previous twelve (12) month period. Such service shall be provided at any point on Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion. Such service is also available to a qualifying customer that is on the system of another pipeline with respect to which the Company has an agreement with such pipeline who is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by operation of law; (3) service is agreed to by such pipeline.

Electronic flow measurement (EFM) will be required for all Customers under this tariff. If the locations of Customer's facilities or other factors interfere with the ability to communicate EFM volume data using Company's available cellular telephone technology, Customer will be required to provide and maintain, at its own expense, a dedicated telephone line through which communications may be transmitted. In the alternative, Customer may elect to discontinue service under this tariff and to receive service under the applicable sales tariff. The EFM equipment shall remain the property of the Company and at no time may the Customer take possession of the EFM equipment without written consent by an authorized representative of the Company per Tariff 2000, Article 7.8.

Service is not available under this rate schedule for a term less than twelve (12) months.

Under this tariff the Company shall perform or cause to be performed all functions necessary to

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

transport the gas commodity from the Point of Receipt to the end use Customer. The Customer is responsible for acquiring the gas commodity from a third party supplier. Such gas supply must be delivered to the pipeline providing upstream services for the system from which the Customer is served.

Customer shall deliver to Company each month, as reimbursement for fuel used, lost and unaccounted for, Dths of gas equal to the percentage amount authorized to be collected (as adjusted from time to time) times the Dths of gas delivered to Company by or for the account of Customer for transportation.

**Character of Service**

Firm gas transportation service.

**Monthly Fees:**

Facilities	System Color	Service Charge	Delivery Fee
Transmission (OGT <sup>1</sup> )	Red	\$90.00	\$0.29460
Utility (ONG Distribution)	Blue	\$90.00	\$0.33620
Transmission + Utility	Red + Blue	\$90.00	\$0.63080

<sup>1</sup>ONEOK Gas Transportation, L.L.C.  
(OGT's fees may be subject to change from time to time)

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Additional Charges**

Each Customer shall be required to obtain EFM equipment from Company at the charge of one thousand eight hundred ninety six dollars (\$1,896.00) per point of delivery and pay the Additional Charge of twenty dollars and fifty four cents (\$20.54) per month per point of delievery.

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Line Loss Rider	1191
Performance Based Rate Change (PBRC)	1201
General Terms and Conditions for Transportation Service	2000
Gas Transportation Agreement	2001

**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the Rate and the Additional Charges set forth in this Tariff, and each of the Special Provisions hereof, including but not limited to the fees to be charged there under and the terms and conditions and general provisions of Tariffs 2000 and 2001.

If the Company and Customer elect not to enter into a formal written gas transportation agreement, any transportation service provided by Company to Customer under this Tariff shall be deemed to be provided subject to the terms and conditions of Tariff 2000 and 2001.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

Note: Meter readings will be recorded in thousands of cubic feet (Mcf) or multiples thereof.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**RATE SCHEDULE 655-T  
WHOLESALE CUSTOMERS TRANSPORT ONLY  
(900 Dth but less than 5,000 Dth annually)**

**Availability**

Wholesale natural gas service under this rate schedule is available to gas utility companies or systems which purchase their gas transportation requirements from the Company for redelivery and distribution to their customers and whose actual annual volume in dekatherms (Dth) was or is estimated in the following year to be 900 Dth but less than 5,000 Dth during the previous twelve (12) month period. Such service shall be provided at any point on Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion. Such service is also available to a qualifying customer that is on the system of another pipeline with respect to which the Company has an agreement with such pipeline who is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by operation of law; (3) service is agreed to by such pipeline.

Electronic flow measurement (EFM) will be required for all Customers under this tariff. If the locations of Customer's facilities or other factors interfere with the ability to communicate EFM volume data using Company's available cellular telephone technology, Customer will be required to provide and maintain, at its own expense, a dedicated telephone line through which communications may be transmitted. In the alternative, Customer may elect to discontinue service under this tariff and to receive service under the applicable sales tariff. The EFM equipment shall remain the property of the Company and at no time may the Customer take possession of the EFM equipment without written consent by an authorized representative of the Company per Tariff 2000, Article 7.8.

Service is not available under this rate schedule for a term less than twelve (12) months.

Under this tariff the Company shall perform or cause to be performed all functions necessary to

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

transport the gas commodity from the Point of Receipt to the end use Customer. The Customer is responsible for acquiring the gas commodity from a third party supplier. Such gas supply must be delivered to the pipeline providing upstream services for the system from which the Customer is served.

Customer shall deliver to Company each month, as reimbursement for fuel used, lost and unaccounted for, Dths of gas equal to the percentage amount authorized to be collected (as adjusted from time to time) times the Dths of gas delivered to Company by or for the account of Customer for transportation.

**Character of Service**

Firm gas transportation service.

**Monthly Fees:**

<u>Facilities</u>	<u>System Color</u>	<u>Service Charge</u>	<u>Delivery Fee</u>
<u>Transmission (OGT<sup>1</sup>)</u>	<u>Red</u>	<u>\$98.1490.00</u>	<u>\$0.29460</u>
<u>Utility (ONG Distribution)</u>	<u>Blue</u>	<u>\$98.1490.00</u>	<u>\$0.2911033620</u>
<u>Transmission + Utility</u>	<u>Red + Blue</u>	<u>\$98.1490.00</u>	<u>\$0.5857063080</u>

<sup>1</sup>ONEOK Gas Transportation, L.L.C.  
(OGT's fees may be subject to change from time to time)

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
<u>August 8, 2014</u>	<u>628742</u>	<u>PUD 201400069</u>
<u>August 1, 2013</u>	<u>614409</u>	<u>PUD 201300032</u>
<u>July 5, 2011</u>	<u>586900</u>	<u>PUD 201100034</u>
<u>September 22, 2010</u>	<u>578795</u>	<u>PUD 201000048</u>
<u>December 18, 2009</u>	<u>572180</u>	<u>PUD 200900110</u>

**Rate**

The charge for recorded consumption of gas at one point of delivery in any month is as follows:

Service Charge	\$18.00 per Month
First 100 Dth per Month @	\$1.3721 per Dth
All Over 100 Dth per Month @	\$0.600 per Dth

Subject to OGT Transmission Charges on a volumetric per Dekatherm basis.

**Additional Charges**

Each Customer shall be required to obtain EFM equipment from Company at the charge of one thousand eight hundred ninety six dollars (\$1,896.00) per point of delivery and pay the Additional Charge of twenty dollars and fifty four cents (\$20.54) per month per point of delivery.

**Subject to:**

**Special Provisions**

	<b>Tariff</b>
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Line Loss Rider	1191
Performance Based Rate Change (PBRC)	1201
General Terms and Conditions for Transportation Service	2000
Gas Transportation Agreement	2001

**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the Rate and the Additional Charges set forth in this Tariff, and each of the Special Provisions hereof, including but not limited to the fees to be charged there under and the terms and conditions and general

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

provisions of Tariffs 2000 and 2001.

If the Company and Customer elect not to enter into a formal written gas transportation agreement, any transportation service provided by Company to Customer under this Tariff shall be deemed to be provided subject to the terms and conditions of Tariff 2000 and 2001.

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

Note: Meter readings will be recorded in thousands of cubic feet (Mcf) or multiples thereof.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



**RATE SCHEDULE 691-T  
WHOLESALE TRANSPORT ONLY  
(5,000 Dth but less than or equal to 30,000 Dth annually)**

**Availability**

Wholesale natural gas service is available under this rate schedule to gas utility companies or systems which purchase their gas transportation requirements from the Company for redelivery and distribution to their Customers and whose actual annual consumption was or is estimated in the following year to be 5,000 Dekatherms (Dth) but less than or equal to 30,000 Dth during the previous twelve (12) months. Such service shall be provided at any point on Company's system where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion. Such service is also available to a qualifying customer that is on the system of another pipeline with respect to which the Company has an agreement with such pipeline who is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by law; (3) service is agreed to by such pipeline. Gas service is not available under this rate schedule for resale to other utilities.

Customers under this tariff will be required to have electronic flow measurement equipment (EFM). If the locations of Customer's facilities or other factors interfere with the ability to communicate EFM volume data using Company's available cellular telephone technology, Customer will be required to provide and maintain, at its own expense, a dedicated telephone line through which communications may be transmitted. The EFM equipment shall remain the property of the Company and at no time may the Customer take possession of the EFM equipment without written consent by an authorized representative of the Company per Tariff 2000, Article 7.8.

Any natural gas sales customer of the Company, who otherwise qualifies and decides to start receiving transportation service pursuant to this tariff shall be billed for any applicable deferred gas

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
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September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

cost recovery balance associated with the customer's jurisdictional natural gas sales account upon becoming a transport customer if such balance is greater than \$5,000. This is to assure that the Company's remaining jurisdictional sales customers are not burdened with deferred gas cost recovery balances applicable to usage by the departing sales customer. If the obligation is negative, and such balance is greater than \$5,000, the Company must refund this balance to the Customer.

Service is not available under this rate schedule for a term less than 12 months.

Under this tariff the Company is responsible for all upstream transmission services and delivery across the distribution system to the end use Customer. The Customer is responsible for acquiring the gas commodity from a third party supplier. As reimbursement for fuel used, lost and unaccounted for, Customer shall deliver to Company each month Dths of gas equal to the percentage amount authorized to be collected (as adjusted from time to time) times the Dths of gas delivered to Company by or for the account of Customer for transportation. Such gas supply must be delivered to the pipeline providing upstream services to the system from which the Customer is served.

**Character of Service**

Firm gas transportation service.

**Monthly Fees:**

Facilities	System Color	Service Charge	MDQ Fee	Delivery Fee
Transmission (OGT <sup>1</sup> )	Red	\$200.00	\$1.46689	\$0.00012
Utility (ONG Distribution)	Blue	\$200.00	\$0.43880	\$0.45230
Transmission + Utility	Red + Blue	\$200.00	\$1.90569	\$0.45242

<sup>1</sup>ONEOK Gas Transportation, L.L.C.  
 (OGT's fees may be subject to change from time to time)

<b><u>Rates Authorized By The Oklahoma Corporation</u></b>		
<b><u>Commission:</u></b>		
Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Monthly Service Charge**

The Monthly Service Charge represents the fixed cost associated with providing individually metered service on a monthly basis. This fee shall not be prorated.

**Monthly MDQ Fee**

The Monthly MDQ Fee is the demand charge associated with reserving pipeline capacity to meet the maximum daily usage (hereinafter "maximum daily quantity" or "MDQ") for an individual Customer. If the use of EFM has established an MDQ for a Customer during the prior twelve (12)-month period, the MDQ derived from the EFM data shall be utilized. For Customers who have not established an MDQ through the use of EFM, the MDQ shall be calculated by using the connected load and applying a diversity factor appropriate for the operations conducted at the facilities. The MDQ in Dekatherms shall then be multiplied by each applicable Monthly MDQ Fee to determine the amount to be charged to the Customer for each billing period. The MDQ may be adjusted at any time for any known and quantifiable additions of equipment or removal of equipment at the Customer's facilities.

Except as allowed by the Company, Customers shall not be entitled to receive gas from Company on any day in excess of the MDQ amount established for such Customer pursuant to the foregoing provisions. Periods of maximum usage may not be within a calendar month due to variations in billing periods. The Monthly MDQ Fee shall not be prorated.

**Monthly Delivery Fee**

The Monthly Delivery Fee represents the cost associated with transporting gas to the individual end use Customer. This charge, for each billing period, shall be determined by multiplying the applicable Monthly Delivery Fee times the dekatherms of gas delivered to such Customer during the applicable billing period.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Line Loss Rider	1191
Performance Based Rate Change (PBRC)	1201
General Terms and Conditions for Transportation	2000
Gas Transportation Agreement	2001

**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the Rate and the Additional Charges set forth in this Tariff, and each of the Special Provisions hereof, including but not limited to the fees to be charged thereunder and the terms and conditions and general provisions of Tariff 2000 and 2001.

If the Company and Customer elect not to enter into a formal written gas transportation agreement, any transportation service provided by Company to Customer under this Tariff shall be deemed to be provided subject to the terms and conditions of Tariff 2000 and 2001.

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

Note: Meter readings will be recorded in thousands of cubic feet (Mcf) or multiple thereof.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 691-T

**RATE SCHEDULE 691-T**  
**WHOLESALE TRANSPORT ONLY**  
**(5,000 Dth but less than or equal to 30,000 Dth annually)**

**Availability**

Wholesale natural gas service is available under this rate schedule to gas utility companies or systems which purchase their gas transportation requirements from the Company for redelivery and distribution to their Customers and whose actual annual consumption was or is estimated in the following year to be 5,000 Dekatherms (Dth) but less than or equal to 30,000 Dth during the previous twelve (12) months. Such service shall be provided at any point on Company's system where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion. Such service is also available to a qualifying customer that is on the system of another pipeline with respect to which the Company has an agreement with such pipeline who is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by law; (3) service is agreed to by such pipeline. Gas service is not available under this rate schedule for resale to other utilities.

Customers under this tariff will be required to have electronic flow measurement equipment (EFM). If the locations of Customer's facilities or other factors interfere with the ability to communicate EFM volume data using Company's available cellular telephone technology, Customer will be required to provide and maintain, at its own expense, a dedicated telephone line through which communications may be transmitted. The EFM equipment shall remain the property of the Company and at no time may the Customer take possession of the EFM equipment without written consent by an authorized representative of the Company per Tariff 2000, Article 7.8.

Any natural gas sales customer of the Company, who otherwise qualifies and decides to start receiving transportation service pursuant to this tariff shall be billed for any applicable deferred gas

Page 1 of 5

<b><u>Rates Authorized By The Oklahoma Corporation Commission:</u></b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
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OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 691-T

cost recovery balance associated with the customer's jurisdictional natural gas sales account upon becoming a transport customer if such balance is greater than \$5,000. This is to assure that the Company's remaining jurisdictional sales customers are not burdened with deferred gas cost recovery balances applicable to usage by the departing sales customer. If the obligation is negative, and such balance is greater than \$5,000, the Company must refund this balance to the Customer.

Service is not available under this rate schedule for a term less than 12 months.

Under this tariff the Company is responsible for all upstream transmission services and delivery across the distribution system to the end use Customer. The Customer is responsible for acquiring the gas commodity from a third party supplier. As reimbursement for fuel used, lost and unaccounted for, Customer shall deliver to Company each month Dths of gas equal to the percentage amount authorized to be collected (as adjusted from time to time) times the Dths of gas delivered to Company by or for the account of Customer for transportation. Such gas supply must be delivered to the pipeline providing upstream services to the system from which the Customer is served.

**Character of Service**

Firm gas transportation service.

**Monthly Fees:**

Facilities	System Color	Service Charge	MDQ Fee	Delivery Fee
Transmission (OGT <sup>1</sup> )	Red	\$200.00	\$1.46689	\$0.00012
Utility (ONG Distribution)	Blue	\$200.00	\$0.43880	\$0.451904523 0
Transmission + Utility	Red + Blue	\$200.00	\$1.90569	\$0.452024524 2

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Page 2 of 5

Rates Authorized By The Oklahoma Corporation		
Commission:		
Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
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OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 691-T

<u>Facilities</u>	<u>Service Charge</u>	<u>MDQ Fee</u>	<u>Delivery Fee</u>
Transmission (OGT) ONEOK Gas Transportation, L.L.C. (OGT's fees may be subject to change from time to time)	\$0.00 per Month	\$1.46689 per peak-Dth	\$0.00012 per Dth
Utility (ONG)		\$0.4388 per peak-Dth	\$0.4368 per Dth
Utility Meter	\$200.00 per Month		

#### Monthly Service Charge

The Monthly Service Charge represents the fixed cost associated with providing individually metered service on a monthly basis. This fee shall not be prorated.

#### Monthly MDQ Fee

The Monthly MDQ Fee is the demand charge associated with reserving pipeline capacity to meet the maximum daily usage (hereinafter "maximum daily quantity" or "MDQ") for an individual Customer. If the use of EFM has established an MDQ for a Customer during the prior twelve (12)-month period, the MDQ derived from the EFM data shall be utilized. For Customers who have not established an MDQ through the use of EFM, the MDQ shall be calculated by using the connected load and applying a diversity factor appropriate for the operations conducted at the facilities. The

Page 3 of 5

#### Rates Authorized By The Oklahoma Corporation

##### Commission:

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
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OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 691-T

MDQ in Dekatherms shall then be multiplied by each applicable Monthly MDQ Fee to determine the amount to be charged to the Customer for each billing period. The MDQ may be adjusted at any time for any known and quantifiable additions of equipment or removal of equipment at the Customer's facilities.

Except as allowed by the Company, Customers shall not be entitled to receive gas from Company on any day in excess of the MDQ amount established for such Customer pursuant to the foregoing provisions. Periods of maximum usage may not be within a calendar month due to variations in billing periods. The Monthly MDQ Fee shall not be prorated.

**Monthly Delivery Fee**

The Monthly Delivery Fee represents the cost associated with transporting gas to the individual end use Customer. This charge, for each billing period, shall be determined by multiplying the applicable Monthly Delivery Fee times the dekatherms of gas delivered to such Customer during the applicable billing period.

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Line Loss Rider	1191
Performance Based Rate Change (PBRC)	1201
General Terms and Conditions for Transportation	2000
Gas Transportation Agreement	2001

Page 4 of 5

<b><u>Rates Authorized By The Oklahoma Corporation</u></b>		
<b><u>Commission:</u></b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<b><u>PUD 201500213</u></b>
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OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 691-T

**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the Rate and the Additional Charges set forth in this Tariff, and each of the Special Provisions hereof, including but not limited to the fees to be charged thereunder and the terms and conditions and general provisions of Tariff 2000 and 2001.

If the Company and Customer elect not to enter into a formal written gas transportation agreement, any transportation service provided by Company to Customer under this Tariff shall be deemed to be provided subject to the terms and conditions of Tariff 2000 and 2001.

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

Note: Meter readings will be recorded in thousands of cubic feet (Mcf) or multiple thereof.

Page 5 of 5

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
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**RATE SCHEDULE 691-T2  
WHOLESALE TRANSPORT ONLY  
(Greater than 30,000 Dth but less than 450,000 Dth)**

**Availability**

Wholesale natural gas service is available under this rate schedule to gas utility companies or systems which purchase their gas transportation requirements from the Company for redelivery and distribution to their customers and whose actual annual consumption was or is estimated in the following year to be greater than 30,000 Dekatherms (Dth) but less than 450,000 Dth during the previous twelve (12) months. Such service shall be provided at any point on Company's system where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion. Such service is also available to a qualifying customer that is on the system of another pipeline with respect to which the Company has an agreement with such pipeline who is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by law; (3) service is agreed to by such pipeline. Gas service is not available under this rate schedule for resale to other utilities.

Customers under this tariff will be required to have electronic flow measurement (EFM) equipment. If the locations of Customer's facilities or other factors interfere with the ability to communicate EFM volume data using Company's available cellular telephone technology, Customer will be required to provide and maintain, at its own expense, a dedicated telephone line through which communications may be transmitted. The EFM equipment shall remain the property of the Company and at no time may the Customer take possession of the EFM equipment without written consent by an authorized representative of the Company per Tariff 2000, Article 7.8.

Any natural gas sales customer of the Company, who otherwise qualifies and decides to start receiving transportation service pursuant to this tariff shall be billed for any applicable deferred gas

<b><u>Rates Authorized By The Oklahoma Corporation Commission:</u></b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
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cost recovery balance associated with the customer's jurisdictional natural gas sales account upon becoming a transport customer if such balance is greater than \$5,000. This is to assure that the Company's remaining jurisdictional sales customers are not burdened with deferred gas cost recovery balances applicable to usage by the departing sales customer. If the obligation is negative, and such balance is greater than \$5,000, the Company must refund this balance to the Customer. Service is not available under this rate schedule for a term less than 12 months.

Under this tariff the Company shall perform or cause to be performed all functions necessary to transport the gas commodity from the Point of Receipt to the end use Customer. Such transportation rate shall include the Transmission (OGT<sup>1</sup>), the Utility (Distribution<sup>2</sup>) and the Utility Meter. Customer may elect upon one hundred eighty (180) days written notice to Company, to obtain all transportation services upstream of the distribution system from a third party that is interconnected with the distribution system from which the Customer is served, and upon such election the Transmission (OGT<sup>1</sup>) rate shall not be included, effective with the next billing period. Customers served from the Utility (Distribution) facilities shall be charged the Monthly Fees for Utility (Distribution) and Utility Meter, and the Monthly Service Fee for Transmission (OGT); Customers served from the Utility (Transmission) facilities shall be charged the Monthly Fees for Utility (Transmission) and Utility Meter; and Customers served from the Transmission (OGT) facilities shall be charged the Monthly Fees for Transmission (OGT) and Utility Meter.

The Customer is responsible for acquiring the gas commodity from a third party supplier. As reimbursement for fuel used, lost and unaccounted for, Customer shall deliver to Company each month Dths of gas equal to the percentage amount authorized to be collected (as adjusted from time to time) times the Dths of gas delivered to Customer. Such gas supply must be delivered to the pipeline providing upstream services to the system from which the Customer is served.

**Character of Service**

Firm gas transportation service.

<b><u>Rates Authorized By The Oklahoma Corporation</u></b>		
<b><u>Commission:</u></b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
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		PUD 200900110

**Monthly Fees:**

Facilities	System Color	Service Charge	MDQ Fee	Delivery Fee
Transmission (OGT <sup>1</sup> )	Red	\$300.00	\$1.46689	\$0.00012
Utility (ONG Distribution)	Blue	\$810.00	\$3.70700	\$0.10478
Transmission + Utility	Red + Blue	\$810.00	\$5.17389	\$0.10490

<sup>1</sup>ONEOK Gas Transportation, L.L.C.  
 (OGT's fees may be subject to change from time to time)

**Monthly Service Charge**

The Monthly Service Charge represents the fixed cost associated with providing individually metered service on a monthly basis. This fee shall not be prorated.

**Monthly MDQ Fee**

The Monthly MDQ Fee is the demand charge associated with reserving pipeline capacity to meet the maximum daily usage (hereinafter "maximum daily quantity" or "MDQ") for an individual Customer. If the use of EFM has established an MDQ for a Customer during the prior twelve (12)-month period, the MDQ derived from the EFM data shall be utilized. For Customers who have not established an MDQ through the use of EFM, the MDQ shall be calculated by using the connected load and applying a diversity factor appropriate for the operations conducted at the facilities. The MDQ in Dekatherms shall then be multiplied by each applicable Monthly MDQ Fee to determine the amount to be charged to the Customer for each billing period. The MDQ may be adjusted at any time for any known and quantifiable additions of equipment or removal of equipment at the Customer's facilities.

<b><u>Rates Authorized By The Oklahoma Corporation</u></b>		
<b><u>Commission:</u></b>		
Effective	Order No.	Cause/Docket No.
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Except as allowed by the Company, Customers shall not be entitled to receive gas from Company on any day in excess of the MDQ amount established for such Customer pursuant to the foregoing provisions. Periods of maximum usage may not be within a calendar month due to variations in billing periods. The Monthly MDQ Fee shall not be prorated.

**Monthly Delivery Fee**

The Monthly Delivery Fee represents the cost associated with transporting gas to the individual end use Customer. This charge, for each billing period, shall be determined by multiplying the applicable Monthly delivery fee times the dekatherms of gas delivered to such Customer during the applicable billing period.

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Line Loss Rider	1191
Performance Based Rate Change (PBRC)	1201
General Terms and Conditions for Transportation	2000
Gas Transportation Agreement	2001

**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the Rate and the Additional Charges set forth in this Tariff, and each of the Special Provisions hereof, including but not limited to the fees to be charged thereunder and the terms and conditions and general provisions

<b>Rates Authorized By The Oklahoma Corporation</b>		
<b><u>Commission:</u></b>		
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of Tariff 2000 and 2001.

If the Company and Customer elect not to enter into a formal written gas transportation agreement, any transportation service provided by Company to Customer under this Tariff shall be deemed to be provided subject to the terms and conditions of Tariff 2000 and 2001.

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

Note: Meter readings will be recorded in thousands of cubic feet (Mcf) or multiple thereof.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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September 22, 2010	578795	PUD 201000048
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**RATE SCHEDULE 691-T2  
WHOLESALE TRANSPORT ONLY  
(Greater than 30,000 Dth but less than 450,000 Dth)**

**Availability**

Wholesale natural gas service is available under this rate schedule to gas utility companies or systems which purchase their gas transportation requirements from the Company for redelivery and distribution to their customers and whose actual annual consumption was or is estimated in the following year to be greater than 30,000 Dekatherms (Dth) but less than 450,000 Dth during the previous twelve (12) months. Such service shall be provided at any point on Company's system where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion. Such service is also available to a qualifying customer that is on the system of another pipeline with respect to which the Company has an agreement with such pipeline who is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by law; (3) service is agreed to by such pipeline. Gas service is not available under this rate schedule for resale to other utilities.

Customers under this tariff will be required to have electronic flow measurement (EFM) equipment. If the locations of Customer's facilities or other factors interfere with the ability to communicate EFM volume data using Company's available cellular telephone technology, Customer will be required to provide and maintain, at its own expense, a dedicated telephone line through which communications may be transmitted. The EFM equipment shall remain the property of the Company and at no time may the Customer take possession of the EFM equipment without written consent by an authorized representative of the Company per Tariff 2000, Article 7.8.

Any natural gas sales customer of the Company, who otherwise qualifies and decides to start receiving transportation service pursuant to this tariff shall be billed for any applicable deferred gas

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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cost recovery balance associated with the customer's jurisdictional natural gas sales account upon becoming a transport customer if such balance is greater than \$5,000. This is to assure that the Company's remaining jurisdictional sales customers are not burdened with deferred gas cost recovery balances applicable to usage by the departing sales customer. If the obligation is negative, and such balance is greater than \$5,000, the Company must refund this balance to the Customer. Service is not available under this rate schedule for a term less than 12 months.

Under this tariff the Company shall perform or cause to be performed all functions necessary to transport the gas commodity from the Point of Receipt to the end use Customer. Such transportation rate shall include the Transmission (OGT<sup>1</sup>), the Utility (Distribution<sup>2</sup>) and the Utility Meter. Customer may elect upon one hundred eighty (180) days written notice to Company, to obtain all transportation services upstream of the distribution system from a third party that is interconnected with the distribution system from which the Customer is served, and upon such election the Transmission (OGT<sup>1</sup>) rate shall not be included, effective with the next billing period. Customers served from the Utility (Distribution) facilities shall be charged the Monthly Fees for Utility (Distribution) and Utility Meter, and the Monthly Service Fee for Transmission (OGT); Customers served from the Utility (Transmission) facilities shall be charged the Monthly Fees for Utility (Transmission) and Utility Meter; and Customers served from the Transmission (OGT) facilities shall be charged the Monthly Fees for Transmission (OGT) and Utility Meter.

The Customer is responsible for acquiring the gas commodity from a third party supplier. As reimbursement for fuel used, lost and unaccounted for, Customer shall deliver to Company each month Dths of gas equal to the percentage amount authorized to be collected (as adjusted from time to time) times the Dths of gas delivered to Customer. Such gas supply must be delivered to the pipeline providing upstream services to the system from which the Customer is served.

**Character of Service**

Firm gas transportation service.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<b><u>PUD 201500213</u></b>
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August 1, 2013	614409	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



**Monthly Fees:**

<u>Facilities</u>	<u>System Color</u>	<u>Service Charge</u>	<u>MDQ Fee</u>	<u>Delivery Fee</u>
<u>Transmission (OGT<sup>1</sup>)</u>	<u>Red</u>	<u>\$300.00</u>	<u>\$1.46689</u>	<u>\$0.00012</u>
<u>Utility (ONG Distribution)</u>	<u>Blue</u>	<u>\$810.00</u>	<u>\$3.70700</u>	<u>\$0.10478</u>
<u>Transmission + Utility</u>	<u>Red + Blue</u>	<u>\$810.00</u>	<u>\$5.232291738</u> <u>9</u>	<u>\$0.10490</u>

<u>Facilities</u>	<u>Service Charge</u>	<u>MDQ Fee</u>	<u>Delivery Fee</u>
<u>Transmission (OGT<sup>1</sup>)</u>	<u>\$0.00 per Month</u>	<u>\$1.46689 per peak Dth</u>	<u>\$0.00012 per Dth</u>

<sup>1</sup>ONEOK Gas Transportation, L.L.C.  
 (OGT's fees may be subject to change from time to time)

<u>Utility (Distribution<sup>2</sup>)</u>	<u>\$250.00 per Month</u>	<u>\$3.7617 per peak Dth</u>	<u>\$0.10478 per Dth</u>
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<sup>2</sup>Inclusive of Utility (Transmission) rate

<u>Utility (Transmission)</u>	<u>\$50.00 per Month</u>	<u>1.0044 per peak Dth</u>	<u>\$0.10478 per Dth</u>
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<u>Utility Meter</u>	<u>\$300.00 per Month</u>
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**Monthly Service Charge**

The Monthly Service Charge represents the fixed cost associated with providing individually metered service on a monthly basis. This fee shall not be prorated.

**Monthly MDQ Fee**

The Monthly MDQ Fee is the demand charge associated with reserving pipeline capacity to meet the

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
<u>August 8, 2014</u>	<u>628742</u>	<u>PUD 201400069</u>
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<u>September 22, 2010</u>	<u>578795</u>	<u>PUD 201000048</u>
<u>December 18, 2009</u>	<u>572180</u>	<u>PUD 200900110</u>

maximum daily usage (hereinafter "maximum daily quantity" or "MDQ") for an individual Customer. If the use of EFM has established an MDQ for a Customer during the prior twelve (12)-month period, the MDQ derived from the EFM data shall be utilized. For Customers who have not established an MDQ through the use of EFM, the MDQ shall be calculated by using the connected load and applying a diversity factor appropriate for the operations conducted at the facilities. The MDQ in Dekatherms shall then be multiplied by each applicable Monthly MDQ Fee to determine the amount to be charged to the Customer for each billing period. The MDQ may be adjusted at any time for any known and quantifiable additions of equipment or removal of equipment at the Customer's facilities.

Except as allowed by the Company, Customers shall not be entitled to receive gas from Company on any day in excess of the MDQ amount established for such Customer pursuant to the foregoing provisions. Periods of maximum usage may not be within a calendar month due to variations in billing periods. The Monthly MDQ Fee shall not be prorated.

**Monthly Delivery Fee**

The Monthly Delivery Fee represents the cost associated with transporting gas to the individual end use Customer. This charge, for each billing period, shall be determined by multiplying the applicable Monthly delivery fee times the dekatherms of gas delivered to such Customer during the applicable billing period.

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053

<b><u>Rates Authorized By The Oklahoma Corporation</u></b>		
<b><u>Commission:</u></b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<b><u>PUD 201500213</u></b>
August 8, 2014	628742	PUD 201400069
August 1, 2013	614409	PUD 201300032
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Line Loss Rider	1191
Performance Based Rate Change (PBRC)	1201
General Terms and Conditions for Transportation	2000
Gas Transportation Agreement	2001

**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the Rate and the Additional Charges set forth in this Tariff, and each of the Special Provisions hereof, including but not limited to the fees to be charged thereunder and the terms and conditions and general provisions of Tariff 2000 and 2001.

If the Company and Customer elect not to enter into a formal written gas transportation agreement, any transportation service provided by Company to Customer under this Tariff shall be deemed to be provided subject to the terms and conditions of Tariff 2000 and 2001.

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

Note: Meter readings will be recorded in thousands of cubic feet (Mcf) or multiple thereof.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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December 18, 2009	572180	PUD 200900110

**RATE SCHEDULE 601-A**  
**WHOLESALE SALES**  
**(Less than or equal to 5,000 Dth annually)**

**Availability**

Wholesale natural gas service is available under this rate schedule to gas utility companies or systems which purchase their entire gas requirements from the Company for resale and distribution to their Customers and whose annual consumption is less than or equal to 5,000 dekatherms (Dth) during the previous twelve (12) consecutive month period. Such service shall be provided at any point on Company's system where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion. Such service is also available to a qualifying customer that is on the system of another pipeline with respect to which the Company has an agreement with such pipeline who is taking gas pursuant to a tariff for such service but only to the extent that; (1) the meter for such customer exists as of the effective date of this tariff, (2) service is required by operation of law, or (3) service is agreed to by such pipeline. Gas service is not available under this rate schedule for resale to other utilities. Under this tariff the Company performs or causes to be performed all functions necessary to transport the gas commodity from the point of receipt to the custody transfer point.

**Character of Service**

Firm gas sales service.

**Rate**

The charge for recorded consumption of gas at one point of delivery in any month is as follows:

Service Charge \$90.00 per Month

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

Note: Meter readings will be recorded in hundreds of cubic feet (.1 Mcf) or multiples thereof.

**Commodity Cost of Gas**

The indicated rates do not include the applicable commodity cost of gas which shall be added pursuant to Special Terms and Conditions, Tariff No. 1001.

**Subject to:**

**Special Provisions**

	<b><u>Tariff</u></b>
Purchase Gas Adjustment Clause	1001
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Unrecovered Purchase Gas Cost (UPGC)	1071
Distribution Extension Policy	1081
Performance Based Rate Change (PBRC)	1201

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
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**RATE SCHEDULE 601-A  
WHOLESALE SALES  
(Less than or equal to 5,000 Dth annually)**

**Availability**

Wholesale natural gas service is available under this rate schedule to gas utility companies or systems which purchase their entire gas requirements from the Company for resale and distribution to their Customers and whose annual consumption is less than or equal to 5,000 dekatherms (Dth) during the previous twelve (12) consecutive month period. Such service shall be provided at any point on Company's system where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion. Such service is also available to a qualifying customer that is on the system of another pipeline with respect to which the Company has an agreement with such pipeline who is taking gas pursuant to a tariff for such service but only to the extent that; (1) the meter for such customer exists as of the effective date of this tariff, (2) service is required by operation of law, or (3) service is agreed to by such pipeline. Gas service is not available under this rate schedule for resale to other utilities. Under this tariff the Company performs or causes to be performed all functions necessary to transport the gas commodity from the point of receipt to the custody transfer point.

**Character of Service**

Firm gas sales service.

**Rate**

The charge for recorded consumption of gas at one point of delivery in any month is as follows:

Service Charge	\$18.00	98.1490.00 per Month
First 100 Dth per Month @	\$1.3721	per Dth
All Over 100 Dth per Month @	\$.600	per Dth

**Rates Authorized By The Oklahoma Corporation**

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Note: Meter readings will be recorded in hundreds of cubic feet (.1 Mcf) or multiples thereof.

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The indicated rates do not include the applicable commodity cost of gas which shall be added pursuant to Special Terms and Conditions, Tariff No. 1001.

**Subject to:**

**Special Provisions**

	<b><u>Tariff</u></b>
Purchase Gas Adjustment Clause	1001
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December 18, 2009	572180	PUD 200900110

**RATE SCHEDULE 601-S**  
**WHOLESALE SALES**  
**(Greater than 5,000 Dth but less than 30,000 Dth annually)**

**Availability**

Wholesale natural gas service is available under this rate schedule to gas utility companies or systems which purchase their entire gas requirements from the Company for resale and distribution to their customers and whose annual consumption was greater than 5,000 dekatherms (Dth) but less than 30,000 Dth during the previous twelve (12) months. Such service shall be provided at any point on Company's system where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion. Such service is also available to a qualifying customer that is on a pipeline system with respect to which the Company has an agreement with such pipeline or who is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by operation of law; (3) service is agreed to by such pipeline. Gas service is not available under this rate schedule for resale to other utilities.

Under this tariff the Company is responsible for all upstream transmission services and delivery across the distribution system to the end use Customer.

**Character of Service**

Firm gas sales service.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
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December 18, 2009	572180	PUD 200900110



**Monthly Fees:**

Facilities	System Color	Service Charge	MDQ Fee	Delivery Fee
Transmission (OGT <sup>1</sup> )	Red	\$200.00	\$1.46689	\$0.00012
Utility (ONG Distribution)	Blue	\$200.00	\$0.43880	\$0.45190
Transmission + Utility	Red + Blue	\$200.00	\$1.90569	\$0.45202

<sup>1</sup>ONEOK Gas Transportation, L.L.C.  
 (OGT's fees may be subject to change from time to time)

**Monthly Service Charge**

The Monthly Service Charge represents the fixed cost associated with providing individually metered service on a monthly basis. This fee shall not be prorated for periods less than one month.

**Monthly MDQ Fee**

The Monthly MDQ Fee is the demand charge associated with reserving pipeline capacity to meet the maximum daily usage (hereinafter "maximum daily quantity" or "MDQ") for an individual Customer. If the use of EFM has established an MDQ for a Customer during the prior twelve (12)-month period, the MDQ derived from the EFM data shall be utilized. For Customers who have not established an MDQ through the use of EFM, the MDQ shall be calculated by using the connected load and applying a diversity factor appropriate for the operations conducted at the facilities. The MDQ in Dekatherms shall then be multiplied by each applicable Monthly MDQ Fee to determine the amount to be charged to the Customer for each billing period. The MDQ may be adjusted at any time for any known and quantifiable additions of equipment or removal of equipment at the Customer's facilities.

Except as allowed by the Company, Customers shall not be entitled to receive gas from Company on

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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any day in excess of the MDQ amount established for such Customer pursuant to the foregoing provisions. Periods of maximum usage may not be within a calendar month due to variations in billing periods. The Monthly MDQ Fee shall not be prorated.

**Monthly Delivery Fee**

The Monthly Delivery Fee represents the cost associated with transporting gas to the individual end use Customer. This charge, for each billing period, shall be determined by multiplying each applicable Monthly Delivery Fee times the Dekatherms of gas delivered to such Customer during the applicable billing period.

**Commodity Cost of Gas**

The indicated rates do not include the applicable commodity cost of gas which shall be added pursuant to Special Terms and Conditions, Tariff No. 1001.

**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Purchase Gas Adjustment Clause	1001
Gross Receipts & Franchise Tax Adjustments	1011
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Note: Meter readings will be recorded in hundreds of cubic feet (.1 Mcf) or multiple thereof.

**Rates Authorized By The Oklahoma Corporation**

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**RATE SCHEDULE 601-S**  
**WHOLESALE SALES**  
**(Greater than 5,000 Dth but less than 30,000 Dth annually)**

**Availability**

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Under this tariff the Company is responsible for all upstream transmission services and delivery across the distribution system to the end use Customer.

**Character of Service**

Firm gas sales service.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
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**Monthly Fees:**

<u>Facilities</u>	<u>System Color</u>	<u>Service Charge</u>	<u>MDQ Fee</u>	<u>Delivery Fee</u>
<u>Transmission (OGT<sup>1</sup>)</u>	<u>Red</u>	<u>\$200.00</u>	<u>\$1.46689</u>	<u>\$0.00012</u>
<u>Utility (ONG Distribution)</u>	<u>Blue</u>	<u>\$200.00</u>	<u>\$0.43880</u>	<u>\$0.45190</u>
<u>Transmission + Utility</u>	<u>Red + Blue</u>	<u>\$200.00</u>	<u>\$1.90569</u>	<u>\$0.45202</u>

<u>Facilities:</u>	<u>Service Charge</u>	<u>MDQ Fee</u>	<u>Delivery Fee</u>
<u>Transmission (OGT<sup>1</sup>)</u>	<u>\$0.00 per Month</u>	<u>\$1.46689 per peak Dth</u>	<u>\$0.00012 per Dth</u>

<sup>1</sup>ONEOK Gas Transportation, L.L.C.  
(OGT's fees may be subject to change from time to time)

<u>Utility (ONG)</u>	<u>\$0.4388 per peak Dth</u>	<u>\$0.3779 per Dth</u>
<u>Utility Meter</u>	<u>\$200.00 per Month</u>	

**Monthly Service Charge**

The Monthly Service Charge represents the fixed cost associated with providing individually metered service on a monthly basis. This fee shall not be prorated for periods less than one month.

**Monthly MDQ Fee**

The Monthly MDQ Fee is the demand charge associated with reserving pipeline capacity to meet the maximum daily usage (hereinafter "maximum daily quantity" or "MDQ") for an individual Customer. If the use of EFM has established an MDQ for a Customer during the prior twelve (12)-month period, the MDQ derived from the EFM data shall be utilized. For Customers who have not established an MDQ through the use of EFM, the MDQ shall be calculated by using the connected load and applying a diversity factor appropriate for the operations conducted at the facilities. The MDQ in Dekatherms shall then be multiplied by each applicable Monthly MDQ Fee to determine the

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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<u>September 22, 2010</u>	<u>578795</u>	<u>PUD 201000048</u>
<u>December 18, 2009</u>	<u>572180</u>	<u>PUD 200900110</u>

amount to be charged to the Customer for each billing period. The MDQ may be adjusted at any time for any known and quantifiable additions of equipment or removal of equipment at the Customer's facilities.

Except as allowed by the Company, Customers shall not be entitled to receive gas from Company on any day in excess of the MDQ amount established for such Customer pursuant to the foregoing provisions. Periods of maximum usage may not be within a calendar month due to variations in billing periods. The Monthly MDQ Fee shall not be prorated.

**Monthly Delivery Fee**

The Monthly Delivery Fee represents the cost associated with transporting gas to the individual end use Customer. This charge, for each billing period, shall be determined by multiplying each applicable Monthly Delivery Fee times the Dekatherms of gas delivered to such Customer during the applicable billing period.

**Commodity Cost of Gas**

The indicated rates do not include the applicable commodity cost of gas which shall be added pursuant to Special Terms and Conditions, Tariff No. 1001.

**Subject to:**

**Special Provisions**

	<b><u>Tariff</u></b>
Purchase Gas Adjustment Clause	1001
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
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**Payment**

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Note: Meter readings will be recorded in hundreds of cubic feet (.1 Mcf) or multiple thereof.

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# Exhibit “C”

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**RATE SCHEDULE 1201  
PERFORMANCE BASED RATE CHANGE (“PBRC”) PLAN**

**Section 1 - Application**

This Rate Schedule is the formula by which the jurisdictional non-fuel revenue requirements of Oklahoma Natural Gas Company (“Oklahoma Natural” or “the Company”) shall be calculated and allocated to the Company’s various rate schedules subject to the jurisdiction of the Oklahoma Corporation Commission (“OCC”). The Rates associated with the PBRC will be calculated in Exhibit A and the rates associated with the Energy Efficiency programs will be calculated in Exhibit B. Sections 2 through 7 are intended to address the PBRC calculation and Section 8 is intended to address the rates associated with the Energy Efficiency programs.

No provision contained within this tariff will limit the Company’s ability to file a general rate change application, or the Commission’s authority to file a show cause.

The Company shall file an Application for a Commission determination pursuant to this PBRC Rate Schedule for calendar years 2016, 2017, 2018 and 2019.

The Company shall file Chapter 70 general rate change application on or before June 30, 2021 for calendar year 2020.

**Section 2 – Application of the PBRC Plan**

- (a) The Company’s Allowed Return on Equity (“AROE”) is 9.50% This AROE shall be the effective AROE until modified by Commission order after notice, an evidentiary hearing, and approval of this Rate Schedule by the Director of the Public Utility Division of the Oklahoma Corporation Commission (“Director”). Such modification shall be applied prospectively.
- (b) The Earned Return on Equity (“ER”) shall be recalculated annually under this Plan, for use in determining any rate change adjustments that become effective during subsequent years. Except

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**Commission:**

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August 8, 2014	628742	PUD 201400069
January 16, 2014	620407	PUD 201300185
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
February 2, 2012	593650	PUD 201100170
July 5, 2011	586900	PUD 201100034
May 12, 2011	585366	PUD 201000143
May 7, 2009	567498	PUD 200800348



as otherwise provided by Sections 5 and 6 of this tariff, the calculation shall be performed using the same methodology used to calculate the 9.50% AROE in the Company's last Chapter 70 general rate change application.

- (c) All parties to the annual review may request modifications to be applied prospectively to this tariff including the rate change adjustments (rate base and cost of service) used to determine the AROE in the Company's last Chapter 70 general rate change application. No such modifications may become effective until approved by the Commission after notice and an evidentiary hearing.
- (d) An AROE dead-band of 100 basis points is hereby established. The dead-band shall be from 9.00% to 10.00% in which no rate change shall occur. The Company may request a rate increase only when the ER falls below 9.00%. Similarly, any credit and sharing with the Company's customers shall occur only when the ER is greater than 10.00%. However, due to practical constraints, no adjustments provided for under this Rate Schedule will be made for amounts less than \$200,000.
- (e) Should a change in non-fuel revenues be required under the terms of this Rate Schedule, the required change will be made to the Monthly Service Charge or Monthly Utility Meter Charge as listed in the rate schedules subject to this Rate Schedule. The Company will provide revised rate schedules to the Director each time the rates are adjusted pursuant to this Rate Schedule. Those rate schedules shall become the effective rates of the Company upon approval by the Director.
- (f) Should this Rate Schedule require a credit to the Company's customers, the credit shall be made by crediting customer bills over a 12-month period beginning with the July cycle one bills.

**Section 3 – Term**

This Rate Schedule shall become effective upon issuance of a Commission order and approval of the Director.

**Rates Authorized By The Oklahoma Corporation**

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**Section 4 – Force Majeure Provision**

If any cause beyond the reasonable control of the Company, such as natural disaster, orders or acts of civil or military authority, terrorist attacks, or government mandates, which results in a deficiency in the revenues which are not readily capable of being addressed in a timely manner under this Rate Schedule, the Company may file for expedited rate relief. This expedited or out of cycle rate relief will still be subject to the filing requirements of Section 7 but will not be bound by the timelines identified in Sections 5, 6 and 7 of this Rate Schedule. Such expedited rate relief would result in a calendar year containing multiple filings.

**Section 5 – Application of PBRC Plan Calculation Procedure**

- (a) For each 12-month period ending December 31, the Company shall file an Application for a Commission determination pursuant to this PBRC Rate Schedule to determine whether the Company's jurisdictional non-fuel revenues should be increased, decreased, or left unchanged. If it is determined that the jurisdictional non-fuel revenues should be increased or decreased, the Company's rate schedules will be adjusted in the manner set forth in this Rate Schedule. These adjustments will be added to or subtracted from the rate schedules previously in effect and the revised rate schedules will become effective by Order of the Commission and approval of the Director for the July cycle one bills and will remain in effect until changed under the provisions set forth in this Rate Schedule and by order of the Oklahoma Corporation Commission. These non-fuel jurisdictional revenue modifications will be allocated to the Company's customers based upon the customer class cost of service allocation approved by the Commission in the Company's last Chapter 70 general rate change application.
- (b) If for the 12 month period ending December 31, the Company's ER is below 9.00%, the base rates under the rate schedules subject to this PBRC Plan shall be increased upon Commission approval for the amount necessary to restore the ER to the 9.50% AROE.

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May 12, 2011	585366	PUD 201000143
May 7, 2009	567498	PUD 200800348

- (c) If for the 12 month period ending December 31, the Company's ER is above 10.00%, the portion of the ER that is greater than 10.00% shall be shared on a 75/25 basis between the customers and the Company, with the customers receiving the greater amount.
- (d) Should a change in non-fuel jurisdictional revenues be required under the terms of this PBRC Plan, then the PBRC shall be developed using the Schedules and Format outlined and attached herewith. The amounts used to calculate ER shall be the actual costs recorded in the books and records of the Company, except for the adjustments for any payroll changes implemented during the Test Year, any depreciation and amortization expense increases during the Test Year, and any statutorily enacted tax changes as listed in Section 6(e) below. Also, actual revenues as adjusted per Section 6(c) will be used in all calculations of ER. (This provision does not preclude Staff, the Office of the Attorney General, or any other intervening parties from proposing test-year adjustments customarily accepted for ratemaking purposes by the OCC.)

**Section 6 – Annual PBRC Plan Calculation**

- (a) The calendar year shall be the test year.
- (b) There shall be no pro forma adjustments to Test Year, per books amounts except as listed in (e).
- (c) Rate Base and cost of service shall be computed in the same manner as in the Company's last Chapter 70 general rate change application. As noted in section 2(c), this section does not prohibit the parties from requesting certain modifications to these rate change adjustments.
- (d) Operating Revenues shall be modified as follows:
  - (1) All revenues associated with energy efficiency shall be removed;
  - (2) Gas cost revenues shall be removed; and
  - (3) Modifications requested by the parties under Section 2(c) and approved by the Commission shall be applied prospectively.

**Rates Authorized By The Oklahoma Corporation**

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- (e) Operating Expenses shall also be modified as follows:
- (1) All expenses associated with energy efficiency shall be removed;
  - (2) Gas costs shall be removed;
  - (3) Statutorily enacted tax changes or unfunded federal mandates shall be annualized;
  - (4) The level of salaries and wages, savings plans expenses, payroll taxes, and other payroll-related expenses for the last month (December) of the Test year shall be annualized;
  - (5) The level of depreciation and amortization expense for the last month (December) of the Test Year shall be annualized;
  - (6) Any expenses associated with energy efficiency will be removed prior to the PBRC calculation and addressed in accordance with Section 8; and
  - (7) Modifications requested by the parties under Section 2(c) and approved by the Commission shall be applied prospectively.

**Section 7 – Annual Application and Review**

- (a) The Company shall, on or before March 15, file an application with the Court Clerk of the OCC and provide copies to Staff of the OCC, the A.G. and intervening parties the following information:
- (1) The forms identified in exhibit one including; a Variance Analysis in the form of the Chapter 70 Minimum Filing Requirement Supplemental W/P H-3;
  - (2) Supporting documentation for any modification requested under Section 2(c);
  - (3) The ER calculation;
  - (4) The PBRC calculation;
  - (5) The Utility Incentive Adjustment;

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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- (6) The Energy Efficiency True-up Adjustment; and
  - (7) The revised rate schedules.
- (b) A reconciliation of those issues (rate base and cost of service) that resulted in the annual adjustments.
- (c) An expedited processing schedule shall be established to provide notice and due process to all interested parties, including customers. Any calculations disputed by the parties shall be identified to the Company prior to May 1. The parties shall work in good faith to resolve all disputes prior to May 30.
- (d) Unless disputed by the parties, any rate schedules incorporating the PBRC Plan by reference will become effective by Order of the Commission and approval of the Director with the first billing cycle in July. If the parties have not resolved the disputed issues, the issues will be set for hearing before the Commission. If the Commission has not issued an order within one hundred twenty (120) days from the date of filing the application, then the rate schedules may be placed into effect and collected on an interim basis subject to refund.

**Section 8 – Energy Efficiency (“EE”)**

In addition to any credits or base rate increases applied pursuant to the PBRC plan above, the energy efficiency program costs and a utility incentive shall be recovered within the PBRC and trued up annually as set forth in this Section. The energy efficiency component of the PBRC will be added to or subtracted from the Company’s base rates and may be adjusted twice annually. Each adjustment shall be added to the base rates currently in effect. The Company’s EE Program Rate will be effective with the first billing cycle in January of each year and remain in effect until the last billing cycle in December (“Program Year”). The Company’s Utility Incentive and True-Up Adjustments for the prior Program Year will be effective with the first billing cycle in July.

- (a) EE PROGRAM RATE - The EE Program Rates shall be concurrently recovered beginning with

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		PUD 201500213
August 8, 2014	628742	PUD 201400069
January 16, 2014	620407	PUD 201300185
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
February 2, 2012	593650	PUD 201100170
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May 12, 2011	585366	PUD 201000143
May 7, 2009	567498	PUD 200800348

the first billing cycle in January and shall end with the last billing cycle in December of each Program Year. On November 1 prior to the Program Year, the Company shall propose the rates to be recovered during the Program Year accompanied by the work papers sufficient to fully document the computation of the proposed rates.. Such rates shall consist of the budgeted EE program costs for the upcoming Program Year approved by the Commission as part of the Company's most recent energy efficiency filing, shall be calculated by the rate formulas as set forth in Exhibit B and shall be in addition to any existing Utility Incentives and True-Up Adjustments as set forth in 8(b) and 8(c) below. The rates will become effective with the first billing cycle in January or as the Commission shall otherwise determine.

- (b) **UTILITY INCENTIVE ADJUSTMENT** - The Company may propose to make a Utility Incentive Adjustment calculated as set forth below. The utility incentive shall be proposed as part of the PBRC rate filings made pursuant to Section 8 above and shall be effective with the first billing cycle in July, or as the Commission shall otherwise determine. The Utility Incentive Adjustment shall be applied in addition to the current EE program Rates and any True-Up Adjustment as set forth in 8(c) below:
- (1) Utility incentive for programs that pass the Total Resource Cost ("TRC") Test: The Company may collect fifteen percent (15%) of the net benefits of such programs; and
  - (2) Utility incentive for programs that do not pass the TRC Test: The Company may collect fifteen percent (15%) of the program costs for the applicable program period.
- (c) **TRUE-UP ADJUSTMENT** - The EE Program Rates and Utility Incentive Adjustment shall be trued-up annually. The True-Up Adjustment shall consist of the difference between the energy efficiency revenues collected during the prior Program Year and (1) the actual costs of the energy efficiency programs; and (2) the utility incentive approved by the Commission for recovery during the same period. To this difference shall be added any remaining over/under balance from the prior year. The True-up adjustment shall be proposed as part of the PBRC rate filing pursuant to Section 8 and shall be implemented with the first billing cycle in July, or as the

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
January 16, 2014	620407	PUD 201300185
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
February 2, 2012	593650	PUD 201100170
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May 12, 2011	585366	PUD 201000143
May 7, 2009	567498	PUD 200800348

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Commission shall otherwise determine. This adjustment shall be applied in addition to the current EE Program Rates and Utility Incentive Adjustment.

- (d) For each adjustment made pursuant to Section 8, the Company shall file a schedule in the form of Exhibit B that sets forth the proposed adjustments to the rates.
- (e) Program or budget amendments that cause overall program budget to exceed ten percent (10%) of the previously approved budget shall be filed with the Commission by September 1 prior to the start of the Program Year.
- (f) Should the balance in the over-recovery or under-recovery account for energy efficiency program costs exceed ten percent (10%) of the energy efficiency costs approved by the Commission for that Program Year, the Company may propose an interim revision to the then-currently effective energy efficiency program costs being collected by the Company.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
January 16, 2014	620407	PUD 201300185
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
February 2, 2012	593650	PUD 201100170
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May 12, 2011	585366	PUD 201000143
May 7, 2009	567498	PUD 200800348

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 1201

**RATE SCHEDULE 1201  
PERFORMANCE BASED RATE CHANGE ("PBRC") PLAN**

**Section 1 - Application**

This Rate Schedule is the formula by which the jurisdictional non-fuel revenue requirements of Oklahoma Natural Gas Company ("Oklahoma Natural" or "the Company") shall be calculated and allocated to the Company's various rate schedules subject to the jurisdiction of the Oklahoma Corporation Commission ("OCC"). The Rates associated with the PBRC will be calculated in Exhibit A and the rates associated with the Energy Efficiency programs will be calculated in Exhibit B. Sections 2 through 78 are intended to address the PBRC calculation and Section 89 is intended to address the rates associated with the Energy Efficiency programs.

No provision contained within this tariff will limit the Company's ability to file a general rate change application, or the Commission's authority to file a show cause.

**Section 2 - Initial Evaluation and Term of PBRC**

The Company filed a general rate change Application at the OCC reflecting a 12-month test year ending December 31, 2008 ("2008 test year application"). The initial evaluation under this Rate Schedule was the 12-month period ending December 31, 2010 ("2010 test year").

There shall be an annual PBRC application filed no later than March 15, 2014 reflecting a 12-month test year ending December 31, 2013.

The Company shall file an Application for a Commission determination pursuant to this PBRC Rate Schedule for calendar years 2016, 2017, 2018 and 2019.

The Company shall file Chapter 70 general rate change application on or before June 30, 2021 for calendar year 2020.

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Page 1 of 89

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
January 16, 2014	620407	PUD 201300185
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
February 2, 2012	593650	PUD 201100170
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May 12, 2011	585366	PUD 201000143
May 7, 2009	567498	PUD 200800348



OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 1201

~~There shall be a general rate review filed by the Company utilizing a 12-month test year reflecting the first four (4) complete quarters of ONE Gas, Inc. financial information. The filing shall be made within five (5) months following the fourth quarter's ending date and shall be prepared in compliance with the Chapter 70 Minimum Standard Filing Requirements with the exception of modifications to the calculations of rate base, operating revenues, and operating expenses described in Section 7. This filing shall contain, at a minimum, updated studies related to capital structure, return on equity, class cost of service, and customer growth. This review and related proceeding will include the Commission's review and evaluation of this PBRC Plan, the benefits, if any, that it provides the Company and its customers and the suitability of continuing, modifying or terminating the Plan. In order for the Plan to continue beyond the general rate review referenced in Section 2, it must be demonstrated within that general rate review to the Commission that benefits are provided to the Company and its customers. Nothing in this provision or any other provision contained within this tariff will limit the Company's ability to file a general rate change application, or the Commission's authority to file a show cause. Upon the conclusion of the general rate review, a new evaluation period may be established.~~

**Section 23 – Application of the PBRC Plan**

- (a) ~~The Company's Allowed Return on Equity ("AROE") is of 9.50+0.50% was set in the rate case referenced in Section 2, test year ending December 31, 2008. This AROE shall be the effective AROE until it is reviewed, and, if applicable, modified, by the Commission order after notice, and an evidentiary hearing, and approval of this Rate Schedule by the Director of the Public Utility Division of the Oklahoma Corporation Commission ("Director"). Such modification shall be applied prospectively, in the general rate review referenced in Section 2.~~
- (b) The Earned Return on Equity ("ER") shall be recalculated annually under this Plan, for use in determining any rate change adjustments that become effective during subsequent years. Except as otherwise provided by Sections 56 and 67 of this tariff, the calculation shall be performed using the same methodology used to calculate the 9.50+0.50% AROE in their th Company's last Chapter 70 general rate change application, e-2008 test year application.

Page 2 of 89

<u>Rates Authorized By The Oklahoma Corporation Commission:</u>		
Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
January 16, 2014	620407	PUD 201300185
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
February 2, 2012	593650	PUD 201100170
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May 7, 2009	567498	PUD 200800348

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 1201

- (c) All parties to the annual review may request modifications to be applied prospectively to this tariff including the rate change adjustments (rate base and cost of service) used to determine the AROE in the Company's last Chapter 70 general rate change application, ~~2008 test year application with the exception of capital structure, return on equity, class cost of service, and customer growth that are reserved until the general rate review referenced in Section 2.~~ No such modifications may become effective until approved by the Commission after notice and an evidentiary hearing.
- (d) An AROE dead-band of 100 basis points is hereby established. The dead-band shall be from ~~9+0.00%~~ to ~~10+0.00%~~ in which no rate change shall occur. The Company may request a rate increase only when the ER falls below ~~9+0.00%~~. Similarly, any credit and sharing with the Company's customers shall occur only when the ER is greater than ~~10+0.00%~~. However, due to practical constraints, no adjustments provided for under this Rate Schedule will be made for amounts less than \$200,000.
- (e) Should a change in non-fuel revenues be required under the terms of this ~~R~~rate ~~S~~chedule, the required change will be made to the Monthly Service Charge or Monthly Utility Meter Charge as listed in the rate schedules subject to this Rate Schedule. The Company will provide revised rate schedules to the Director of the Public Utility Division of the Oklahoma Corporation Commission (~~Director~~) each time the rates are adjusted pursuant to this Rate Schedule. Those rate schedules shall become the effective rates of the Company upon approval by the Director.
- (f) Should this Rate Schedule require a credit to the Company's customers, the credit shall be made by crediting customer bills over a 12-month period beginning with the July cycle one bills.

**Section 34 – Term**

This Rate Schedule shall become effective upon issuance of a Commission order and approval of the Director.

Page 3 of 89

<u>Rates Authorized By The Oklahoma Corporation Commission:</u>		
Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
January 16, 2014	620407	PUD 201300185
August 1, 2013	614409	PUD 201300032
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May 12, 2011	585366	PUD 201000143
May 7, 2009	567498	PUD 200800348

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 1201

#### **Section 45 – Force Majeure Provision**

If any cause beyond the reasonable control of the Company, such as natural disaster, orders or acts of civil or military authority, terrorist attacks, or government mandates, which results in a deficiency in the revenues which are not readily capable of being addressed in a timely manner under this Rate Schedule, the Company may file for expedited rate relief. This expedited or out of cycle rate relief will still be subject to the filing requirements of Section 78(a)-(1) but will not be bound by the timelines identified in Sections 56, 67 and 78 of this Rate Schedule. Such expedited rate relief would result in a calendar year containing multiple filings.

#### **Section 56 – Application of PBRC Plan Calculation Procedure**

(a) For each 12-month period ending December 31 (beginning with 2010), the Company shall file an Application for a Commission determination pursuant to this PBRC Rate Schedule to determine whether the Company's jurisdictional non-fuel revenues should be increased, decreased, or left unchanged. If it is determined that the jurisdictional non-fuel revenues should be increased or decreased, the Company's rate schedules will be adjusted in the manner set forth in this Rate Schedule. These adjustments will be added to or subtracted from the rate schedules previously in effect and the revised rate schedules will become effective by Order of the Commission and approval of the Director for the July cycle one bills and will remain in effect until changed under the provisions set forth in this Rate Schedule and by order of the Oklahoma Corporation Commission. These non-fuel jurisdictional revenue modifications will be allocated to the Company's customers based upon the customer class cost of service allocation approved by the Commission in the Company's last Chapter 70 general rate change 2008 test-year application.

(b) If for the 12 month period ending December 31, (beginning with the 2012 test year), the Company's ER is below +90.00%, the base rates under the rate schedules subject to this PBRC

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Page 4 of 89

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
January 16, 2014	620407	PUD 201300185
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May 12, 2011	585366	PUD 201000143
May 7, 2009	567498	PUD 200800348

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 1201

Plan shall be increased upon Commission approval for the amount necessary to restore the ER to the 9+0.50% AROE,

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- (c) If for the 12 month period ending December 31, (~~beginning with the 2012 test year~~), the Company's ER is above 10+0.00%, the portion of the ER that is greater than 10+0.00% shall be shared on a 75/25 basis between the customers and the Company, with the customers receiving the greater amount.
- (d) Should a change in non-fuel jurisdictional revenues be required under the terms of this PBRC Plan, then the PBRC shall be developed using the Schedules and Format outlined and attached herewith. The amounts used to calculate ER shall be the actual costs recorded in the books and records of the Company, except for the adjustments for any payroll changes implemented during the Test Year, any depreciation and amortization expense increases during the Test Year, and any statutorily enacted tax changes as listed in Section ~~67~~(c) below. Also, actual revenues as adjusted per Section ~~67~~(c) will be used in all calculations of ER. (This provision does not preclude Staff, the Office of the Attorney General, or any other intervening parties from proposing test-year adjustments customarily accepted for ratemaking purposes by the OCC.)

**Section 67 – Annual PBRC Plan Calculation**

- (a) The calendar year shall be the test year.
- (b) There shall be no pro forma adjustments to Test Year, per books amounts except as listed in (e).
- (c) Rate Base and cost of service shall be computed in the same manner as in the Company's last 2008 test-year Chapter 70 general rate change application. As noted in section 23(c), this section

Page 5 of 89

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
January 16, 2014	620407	PUD 201300185
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
February 2, 2012	593650	PUD 201100170
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May 12, 2011	585366	PUD 201000143
May 7, 2009	567498	PUD 200800348

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 1201

does not prohibit the parties from requesting certain modifications to these rate change adjustments.

- (d) Operating Revenues shall be modified as follows:
- (1) All revenues associated with energy efficiency shall be removed;
  - (2) Gas cost revenues shall be removed; and
  - (3) Modifications requested by the parties under Section 23(c) and approved by the Commission shall be applied prospectively.
- (e) Operating Expenses shall also be modified as follows:
- (1) All expenses associated with energy efficiency shall be removed;
  - (2) Gas costs shall be removed;
  - (3) Statutorily enacted tax changes or unfunded federal mandates shall be annualized;
  - (4) The level of salaries and wages, savings plans expenses, payroll taxes, and other payroll-related expenses for the last month (December) of the Test year shall be annualized;
  - (5) The level of depreciation and amortization expense for the last month (December) of the Test Year shall be annualized;
  - (6) Any expenses associated with energy efficiency will be removed prior to the PBRC calculation and addressed in accordance with Section 89; and
  - (7) Modifications requested by the parties under Section 23(c) and approved by the Commission shall be applied prospectively.

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**Section 78 – Annual Application and Review**

- (\*) ~~Annual adjustments that are equal to or in excess of two percent (2%) of the annual non-fuel jurisdictional revenues of the Company;~~
- (1) ~~For all annual adjustments provided under this rate schedule that are equal to or in excess of two percent (2%) of the annual non-fuel jurisdictional revenues of the Company, the Company shall, on or before March 15, file an application with the Court Clerk of the OCC and provide copies to the Public Utility Division (“Staff”) of the OCC, the Office of the~~

Page 6 of 89

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		<b>PUD 201500213</b>
August 8, 2014	628742	PUD 201400069
January 16, 2014	620407	PUD 201300185
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
February 2, 2012	593650	PUD 201100170
July 5, 2011	586900	PUD 201100034
May 12, 2011	585366	PUD 201000143
May 7, 2009	567498	PUD 200800348

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 1201

~~Attorney General of the State of Oklahoma ("A.G."), and all other intervening parties in the Company's PBRC or 2008 test year rate proceeding, the following information: the forms as attached including a Variance Analysis in the form of the Chapter 70 Minimum Filing Requirement Supplemental W/P H-3; supporting documentation for any modification requested under Section 3(e); the ER calculation; the PBRC calculation; the Utility Incentive Adjustment; the Energy Efficiency True-up Adjustment; and the revised rate schedules. The two percent (2%) annual adjustment level shall be computed after making all adjustments associated with energy efficiency.~~

- ~~(2) Affiliate information in the form required by the Chapter 70 Minimum Filing Requirement Application and Supplemental Section P—Affiliate Information. The Company shall also provide the Distringas allocation calculation and the data supporting such calculation for each division of ONE Gas.~~
- ~~(3) A reconciliation of those issues (rate base and cost of service) that resulted in the annual adjustments.~~
- ~~(4) A streamlined processing schedule shall be established to provide notice and due process to all interested parties, including customers. Any calculations disputed by the parties shall be identified to the Company prior to May 31. The parties shall work in good faith to resolve all disputes prior to June 30.~~
- ~~(5) Unless disputed by the parties, any rate schedules incorporating the PBRC Plan by reference will become effective by Order of the Commission and approval of the Director with the first billing cycle in July for those annual adjustments required by this Rate Schedule that are equal to or in excess of 2% of the annual non-fuel jurisdictional revenues of the Company. If the parties have not resolved the disputed issues, the issues will be set for hearing before the Commission. If the Commission has not issued an order within one hundred eighty (180) days from the date of filing the Application, then the rate schedules may be placed into effect and collected on an interim basis subject to refund.~~

Page 7 of 89

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		<b>PUD 201500213</b>
August 8, 2014	628742	PUD 201400069
January 16, 2014	620407	PUD 201300185
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May 12, 2011	585366	PUD 201000143
May 7, 2009	567498	PUD 200800348

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 1201

(b) ~~Annual adjustments that are below 2% of the annual non-fuel jurisdictional revenues of the Company:~~

(a1) ~~For all annual adjustments provided under this rate schedule that are below 2% of the annual non-fuel jurisdictional revenues of the Company. The Company shall, on or before March 15, file an application with the Court Clerk of the OCC and provide copies to Staff of the OCC, the A.G. and intervening parties the following information:~~

(1) ~~The forms identified in exhibit one including: a Variance Analysis in the form of the Chapter 70 Minimum Filing Requirement Supplemental W/P H-3;~~

(2) ~~Supporting documentation for any modification requested under Section 23(c);~~

(3) ~~The ER calculation;~~

(4) ~~The PBRC calculation;~~

(5) ~~The Utility Incentive Adjustment;~~

(6) ~~The Energy Efficiency True-up Adjustment; and~~

~~The revised rate schedules. The two percent (2%) annual adjustment shall be computed after making all adjustments associated with energy efficiency.~~

(7) (2) ~~Affiliate information in the form required by the Chapter 70 Minimum Filing Requirement Application and Supplemental Section P—Affiliate Information. The Company shall also provide the Distrigas allocation calculation and the data supporting such calculation for each division of ONE Gas.~~

(b3) A reconciliation of those issues (rate base and cost of service) that resulted in the annual adjustments.

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Rates Authorized By The Oklahoma Corporation Commission:		
Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
January 16, 2014	620407	PUD 201300185
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
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May 7, 2009	567498	PUD 200800348

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 1201

(c4) An expedited processing schedule shall be established to provide notice and due process to all interested parties, including customers. Any calculations disputed by the parties shall be identified to the Company prior to May 1. The parties shall work in good faith to resolve all disputes prior to May 30.

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(d5) Unless disputed by the parties, any rate schedules incorporating the PBRC Plan by reference will become effective by Order of the Commission and approval of the Director with the first billing cycle in July for those annual adjustments required by this Rate Schedule that are below 2% of the annual non-fuel jurisdictional revenues of the Company. If the parties have not resolved the disputed issues, the issues will be set for hearing before the Commission. If the Commission has not issued an order within one hundred twenty-eighty (1280) days from the date of filing the application, then the rate schedules may be placed into effect and collected on an interim basis subject to refund.

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#### Section 89 – Energy Efficiency (“EE”)

In addition to any credits or base rate increases applied pursuant to the PBRC plan above, the energy efficiency program costs and a utility incentive shall be recovered within the PBRC and trued up annually as set forth in this Section. The energy efficiency component of the PBRC will be added to or subtracted from the Company's base rates and may be adjusted twice annually. Each adjustment shall be added to the base rates currently in effect. The Company's EE Program Rate will be effective with the first billing cycle in January of each year and remain in effect until the last billing cycle in December (“Program Year”). The Company's Utility Incentive and True-Up Adjustments for the prior Program Year will be effective with the first billing cycle in July,

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(a) EE PROGRAM RATE – The EE Program Rates shall be concurrently recovered beginning with the first billing cycle in January and shall end with the last billing cycle in December of each

Page 9 of 89

#### Rates Authorized By The Oklahoma Corporation

##### Commission:

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
January 16, 2014	620407	PUD 201300185
August 1, 2013	614409	PUD 201300032
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February 2, 2012	593650	PUD 201100170
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May 12, 2011	585366	PUD 201000143
May 7, 2009	567498	PUD 200800348



OKLAHOMA NATURAL GAS COMPANY  
 P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 1201

Program Year. On November 1 prior to the Program Year, the Company shall propose the rates to be recovered during the Program Year accompanied by the work papers sufficient to fully document the computation of the proposed rates. Such rates shall consist of the budgeted EE program costs for the upcoming Program Year approved by the Commission as part of the Company's most recent energy efficiency filing, shall be calculated by the rate formulas as set forth in Exhibit B and shall be in addition to any existing Utility Incentives and True-Up Adjustments as set forth in 89(b) and 89(c) below. The rates will become effective with the first billing cycle in January or as the Commission shall otherwise determine.

(a)

(b) UTILITY INCENTIVE ADJUSTMENT - The Company may propose to make a Utility Incentive Adjustment calculated as set forth below. The utility incentive shall be proposed as part of the PBRC rate filings made pursuant to Section 8 above and shall be effective with the first billing cycle in July, or as the Commission shall otherwise determine. The Utility Incentive Adjustment shall be applied in addition to the current EE program Rates and any True-Up Adjustment as set forth in 89(c) below:

(1) Utility incentive for programs that pass the Total Resource Cost ("TRC") Test: The Company may collect fifteen percent (15%) of the net benefits of such programs; and:

(2) Utility incentive for programs that do not pass the TRC Test: The Company may collect fifteen percent (15%) of the program costs for the applicable program period.

(c) TRUE-UP ADJUSTMENT - The EE Program Rates and Utility Incentive Adjustment shall be true-up annually. The True-Up Adjustment shall consist of the difference between the energy efficiency revenues collected during the prior Program Year and (1) the actual costs of the energy efficiency programs; and (2) the utility incentive approved by the Commission for recovery during the same period. To this difference shall be added any remaining over/under

Page 10 of 89

<u>Rates Authorized By The Oklahoma Corporation Commission:</u>		
Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 8, 2014	628742	PUD 201400069
January 16, 2014	620407	PUD 201300185
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
February 2, 2012	593650	PUD 201100170
July 5, 2011	586900	PUD 201100034
May 12, 2011	585366	PUD 201000143
May 7, 2009	567498	PUD 200800348

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OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 1201

balance from the prior year. The True-up adjustment shall be proposed as part of the PBRC rate filing pursuant to Section 8 and shall be implemented with the first billing cycle in July, or as the Commission shall otherwise determine. This adjustment shall be applied in addition to the current EE Program Rates and Utility Incentive Adjustment.

(c)

(d)

(e)(d) For each adjustment made pursuant to Section 89, the Company shall file a schedule in the form of Exhibit B that sets forth the proposed adjustments to the rates.

(f)(e) Program or budget amendments that cause overall program budget to exceed ten percent (10%) of the previously approved budget shall be filed with the Commission by September 1 prior to the start of the Program Year.

(g)(f) Should the balance in the over-recovery or under-recovery account for energy efficiency program costs exceed ten percent (10%) of the energy efficiency costs approved by the Commission for that Program Year, the Company may propose an interim revision to the then-currently effective energy efficiency program costs being collected by the Company.

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Page 11 of 89

#### Rates Authorized By The Oklahoma Corporation

##### Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 8, 2014	628742	PUD 201400069
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May 7, 2009	567498	PUD 200800348

# Exhibit “D”

**RATE SCHEDULE 901-T  
COMPETITIVE CLASS TRANSPORT ONLY  
(450,000 Dth per year and greater AND Customers which have competitive options)**

**Availability**

Natural gas service under this rate schedule is available to any individually metered Customer whose actual annual consumption was or is estimated in the following year to be 450,000 Dekatherms (Dth) or greater during the previous twelve (12) consecutive month periods. This rate schedule is also available for Customers with competitive options.

Such service shall be provided at any point on Company's system where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the rules of the Oklahoma Corporation Commission and at a reasonable cost as determined by the Company in its sole opinion, or on the system of another pipeline with respect to which the Company has an agreement with such pipeline or is taking gas pursuant to a tariff for such service but only to the extent that: (1) the meter for such customer exists as of the effective date of this tariff; (2) service is required by law; (3) service is agreed to by such pipeline.

Electronic flow measurement (EFM) will be required for all Customers on this tariff. If the locations of Customer's facilities or other factors interfere with the ability to communicate EFM volume data using Company's available cellular telephone technology, Customer will be required to provide and maintain, at its own expense, a dedicated telephone line through which communications may be transmitted. The EFM equipment shall remain the property of the Company and at no time may the Customer take possession of the EFM equipment without written consent by an authorized representative of the Company per Tariff 2000, Article 7.8.

Service is not available under this rate schedule for a term less than 12 months. Under this tariff the Company shall perform or cause to be performed all functions necessary to transport the gas commodity from the Point of Receipt to the end use Customer. Such transportation rate shall include the Transmission (OGT<sup>1</sup>), the Utility (Distribution<sup>2</sup>) and the Utility Meter.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
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August 8, 2014	628742	PUD 201400069
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September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

Customer may elect upon one hundred eighty (180) days written notice to Company, to obtain all transportation services upstream of the distribution system from a third party that is interconnected with the distribution system from which the Customer is served, and upon such election the Transmission (OGT<sup>1</sup>) rate shall not be included, effective with the next billing period. Customers served from the Utility (Distribution) facilities shall be charged the Monthly Fees for Utility (Distribution) and Utility Meter and the Monthly Service Fee for Transmission (OGT); Customers served from the Utility (Transmission) facilities shall be charged the Monthly Fees for Utility (Transmission) and Utility Meter; and Customers served from the Transmission (OGT) facilities shall be charged the Monthly Fees for Transmission (OGT) and Utility Meter.

The Customer is responsible for acquiring the gas commodity from a third party supplier. As reimbursement for fuel used, lost and unaccounted for, Customer shall deliver to Company each month Dths of gas equal to the percentage amount authorized to be collected (as adjusted from time to time) times the Dths of gas delivered to Customer. Such gas supply must be delivered to the pipeline providing upstream services to the system from which the Customer is served.

**Character of Service**

Firm gas transportation service.

**Monthly Fees:**

Facilities	System Color	Service Charge	MDQ Fee	Delivery Fee
Transmission (OGT <sup>1</sup> )	Red	\$300.00	\$1.46689	\$0.00012
Utility (ONG Distribution)	Blue	\$1,050.00	\$3.14030	\$0.02078
Transmission + Utility	Red + Blue	\$1,350.00	\$4.60719	\$0.02090

<sup>1</sup>ONEOK Gas Transportation, L.L.C.  
(OGT's fees may be subject to change from time to time)

**Rates Authorized By The Oklahoma Corporation**

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**Monthly Service Charge**

The Monthly Service Charge represents the fixed cost associated with providing individually metered service on a monthly basis. This fee shall not be prorated.

**Monthly MDQ Fee**

The Monthly MDQ Fee is the demand charge associated with reserving pipeline capacity to meet the maximum daily usage (hereinafter "maximum daily quantity" or "MDQ") for an individual Customer. If the use of EFM has established an MDQ for a Customer during the prior twelve (12)-month period, the MDQ derived from the EFM data shall be utilized. For Customers who have not established an MDQ through the use of EFM, the MDQ shall be calculated by using the connected load and applying a diversity factor appropriate for the operations conducted at the facilities. The MDQ in Dekatherms shall then be multiplied by each applicable Monthly MDQ Fee to determine the amount to be charged to the Customer for each billing period. The MDQ may be adjusted at any time for any known and quantifiable additions of equipment or removal of equipment at the Customer's facilities.

Except as allowed by the Company, Customers shall not be entitled to receive gas from Company on any day in excess of the MDQ amount established for such Customer pursuant to the foregoing provisions. Periods of maximum usage may not be within a calendar month due to variations in billing periods. The Monthly MDQ Fee shall not be prorated.

**Monthly Delivery Fee**

The Monthly Delivery Fee represents the cost associated with transporting gas to the individual end use Customer. This charge, for each billing period, shall be determined by multiplying the applicable Monthly Delivery Fee times the dekatherms of gas delivered to such Customer during the applicable billing period.

**Rates Authorized By The Oklahoma Corporation**

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**Subject to:**

<b><u>Special Provisions</u></b>	<b><u>Tariff</u></b>
Gross Receipts & Franchise Tax Adjustments	1011
Order of Curtailment	1031
Miscellaneous Special Charges	1041
Miscellaneous Terms and Conditions	1051
Municipal Fees and Taxes	1053
Line Loss Rider	1191
Performance Based Rate Change (PBRC)	1201
General Terms and Conditions for Transportation	2000
Gas Transportation Agreement	2001

**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the Rate and the Additional Charges set forth in this Tariff, and each of the Special Provisions hereof, including but not limited to the fees to be charged there under and the terms and conditions and general provisions of Tariffs 2000 and 2001.

If the Company and Customer elect not to enter into a formal written gas transportation agreement, any transportation service provided by Company to Customer under this Tariff shall be deemed to be provided subject to the terms and conditions of Tariff 2000 and 2001.

**Payment**

Bills are to be paid within 10 days after the date of Company's bill to Customer.

Note: Meter readings will be recorded in thousands of cubic feet (Mcf) or multiple thereof.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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Service is not available under this rate schedule for a term less than 12 months. Under this tariff the Company shall perform or cause to be performed all functions necessary to transport the gas commodity from the Point of Receipt to the end use Customer. Such transportation rate shall include the Transmission (OGT<sup>1</sup>), the Utility (Distribution<sup>2</sup>) and the Utility Meter.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

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**Character of Service**

Firm gas transportation service.

**Monthly Fees:**

<u>Facilities</u>	<u>System Color</u>	<u>Service Charge</u>	<u>MDQ Fee</u>	<u>Delivery Fee</u>
Transmission (OGT <sup>1</sup> )	Red	\$300.00	\$1.46689	\$0.00012
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Transmission + Utility	Red + Blue	\$1,350.00	\$4.60719	\$0.02090

<u>Facilities:</u>	<u>Service Charge</u>	<u>MDQ Fee</u>	<u>Delivery Fee</u>
Transmission (OGT <sup>1</sup> )	\$0.00 per Month	\$1.46689 per peak Dth	\$0.00012 per Dth

**Rates Authorized By The Oklahoma Corporation**

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<sup>1</sup>ONEOK Gas Transportation, L.L.C.  
 (OGT's fees may be subject to change from time to time)

Utility (Distribution <sup>2</sup> )	\$1,050.00 per Month	\$3.1403 per peak Dth	\$ .02078 per Dth
<sup>2</sup> Inclusive of Utility (Transmission) rate			
Utility (Transmission)	\$ 50.00 per Month	\$ .5942 per peak Dth	\$ .02078 per Dth
Utility Meter	\$300.00 per Month		

**Monthly Service Charge**

The Monthly Service Charge represents the fixed cost associated with providing individually metered service on a monthly basis. This fee shall not be prorated.

**Monthly MDQ Fee**

The Monthly MDQ Fee is the demand charge associated with reserving pipeline capacity to meet the maximum daily usage (hereinafter "maximum daily quantity" or "MDQ") for an individual Customer. If the use of EFM has established an MDQ for a Customer during the prior twelve (12)-month period, the MDQ derived from the EFM data shall be utilized. For Customers who have not established an MDQ through the use of EFM, the MDQ shall be calculated by using the connected load and applying a diversity factor appropriate for the operations conducted at the facilities. The MDQ in Dekatherms shall then be multiplied by each applicable Monthly MDQ Fee to determine the amount to be charged to the Customer for each billing period. The MDQ may be adjusted at any time for any known and quantifiable additions of equipment or removal of equipment at the Customer's facilities.

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The Monthly Delivery Fee represents the cost associated with transporting gas to the individual end use Customer. This charge, for each billing period, shall be determined by multiplying the applicable Monthly Delivery Fee times the dekatherms of gas delivered to such Customer during the applicable billing period.

**Subject to:**

**Special Provisions**

**Tariff**

Gross Receipts & Franchise Tax Adjustments	1011
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**Other Conditions**

It is recognized that Company has authority without approval from the Oklahoma Corporation Commission or its staff to negotiate and vary from Customer to Customer the Rate and the Additional Charges set forth in this Tariff, and each of the Special Provisions hereof, including but not limited to the fees to be charged there under and the terms and conditions and general provisions of Tariffs 2000 and 2001.

If the Company and Customer elect not to enter into a formal written gas transportation agreement, any transportation service provided by Company to Customer under this Tariff shall be deemed to be provided subject to the terms and conditions of Tariff 2000 and 2001.

**Rates Authorized By The Oklahoma Corporation**

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**Payment**

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Note: Meter readings will be recorded in thousands of cubic feet (Mcf) or multiple thereof.

**Rates Authorized By The Oklahoma Corporation**

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**Oklahoma Natural Gas Company**

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051****RATE SCHEDULE 1051****MISCELLANEOUS TERMS AND CONDITIONS****TABLE OF CONTENTS****General Provisions**

Definitions .....	3
Other .....	4

**Plant Equipment and Facilities**

Extent of System in Which Company Maintains Service .....	5
Service Lines.....	7
Service Equipment and Location .....	10
Service to Apartment Complexes .....	12
Service to Tenants in Shopping Centers, Office Buildings Warehouses and Other Commercial Buildings .....	13
Gas Service Through Private Lines .....	14

**Meters and Regulators**

Meter Accuracy Requirements.....	17
Meters Read by Consumers .....	18
Place and Methods for Testing.....	19
Periodic Testing of Meters and Test Equipment.....	20

**Gas Pressure, Measurement, and Odorization**

Gas Measurement Requirements .....	21
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**Page 1 of 36****Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
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**Oklahoma Natural Gas Company**

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

Measurement of Gas Under Elevated Pressure ..... 22

Heating Value Equipment and Heating Value Requirements ..... 22

Gas Pressure and Related Requirements ..... 22

Customer Service

Deposits and Interest ..... 23

Right to Refuse Service ..... 29

Commission Notification Procedures for Senior Citizens/Consumers with Disabilities ..... 30

Life-Threatening Situation ..... 30

Reconnection of Service ..... 30

Average Payment Plan ..... 31

Adjustment of Bills for Meter Error ..... 33

Miscellaneous Billing/Rate Selection/Electronic Notification ..... 34

Limitations on Use of Gas Service ..... 34

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 1, 2013	614409	PUD 201300032
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September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

**DEFINITIONS**

The following words and terms, when used in these Rules, have the following meaning, unless the context clearly indicates otherwise:

**Ancillary Line**

The term "ancillary line" is used to designate exterior piping installed and owned by the Property Owner and connected to the yard line or house piping to supply fuel to any exterior appliance, apparatus, or additional buildings.

**Btu**

1 Btu = 1055.05585262 joules.

**Customer-Owned Distribution Network**

The term "customer-owned distribution network" is used to designate the Property Owner's lines located downstream from a Company-owned master meter. Such networks include, but are not limited to, institutional, educational and health care campuses, mobile home parks, military complexes, industrial facilities, commercial complexes, irrigation systems and oil and natural gas leases.

**Dekatherm**

"Dekatherm" or "Dth" shall mean 1,000,000 Btus (1 MMBtu). This will be on a dry basis.

**Gross Heating Value**

The amount of energy transferred as Btus per standard cubic foot from the complete, ideal combustion of the gas with oxygen (from air) to 14.73 psig and 60° Fahrenheit in which all water formed by the reaction condenses to liquid. The gas prior to combustion is to be considered dry with no water vapor present before the reaction. An exception to this is allowed if tariffs prior to this ruling allow a saturated gross heating value. Reports to the Commission will be converted to 14.73 psia and dry dekatherms.

**Master Meter**

The term "master meter" is used to designate a Company-owned meter providing service to a customer-owned distribution network.

**Meter Assembly**

The term "meter assembly" includes the meter, meter loops, valves, regulators, short sections of pipe, or any other fittings installed by the Company above ground at or near the meter location which are necessary to connect to the Property Owner's piping. For meters installed at the building, the meter assembly includes piping to the first reasonably available threaded connection point outside the building wall. For meters installed at other than at the building providing service

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PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051**

to a yard line owned by the Property Owner, the meter assembly includes piping to the inlet of the Owner's meter riser.

**Point of Delivery**

The point in the gas delivery system where the gas enters the purchaser-owned pipe, regardless of where the gas is measured.

**Property Owner or Owner**

"Property Owner" or "Owner" shall mean the owner of the property being served.

**Standard Cubic Foot of Gas**

A cubic foot of gas means that amount of gas occupying 1 cubic foot of space when subjected to a temperature of sixty degrees Fahrenheit (60° F) and an absolute pressure of 14.73 psia.

**Yard Line**

The term "yard line" is used in conjunction with outside meter settings, excluding master meters, to designate the underground piping installed from the outlet of the Company's meter assembly to the building wall.

Waiver to OAC 165:45-1-2; Cause No. PUD 201000048; Order No. 578795

**OTHER**

**Pressure Base**

Gas deliveries to the Company's utility customers will not be made at a pressure less than 14.73 pounds per square inch absolute. If deliveries are made at pressures greater than 14.73 pounds per square inch absolute, the volume of gas delivered by Company shall be calculated on a pressure base of 14.73 pounds per square inch absolute and a standard temperature base of sixty (60) degrees Fahrenheit. The atmospheric pressure is assumed to be 14.40 pounds per square inch absolute. The temperature of the gas shall be assumed to be sixty (60) degrees Fahrenheit for calculation purposes, unless a recording thermometer of standard make is installed. If such a recording thermometer is installed, the recorded flowing temperature shall be used for calculating purposes. In those instances in which the specific gravity of the gas is used to make volumetric calculations, the specific gravity of the gas shall be determined by a method that is acceptable and common in the gas industry. Calculation of volume shall be made in accordance with the Ideal Gas Law, corrected for deviation from Boyle's Law, all in accordance with methods and tables generally recognized by, and commonly used in, the natural gas industry.

**Adjustment for Heat Content**

The volume of gas delivered hereunder shall, for billing purposes, be adjusted as herein provided on the basis of the total heating value, expressed in Dekatherms "Dth" at standard conditions; i.e., at a temperature of sixty (60) degrees Fahrenheit and under a pressure of 14.73 pounds per square inch absolute. The heat content volume actually billed to customers by the Company each month

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December 18, 2009	572180	PUD 200900110



**Oklahoma Natural Gas Company**

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051**

will be tabulated. The heating value will be added to the total purchased measured volume for billing purposes.

**Availability for Resale –  
Compressed Natural Gas**

The prohibition of availability for resale to others under any of the rate schedules of the Company specifically does not apply where the resale is for the limited purpose of providing compressed natural gas service for sale for use in appropriately equipped natural gas powered vehicles.

**Applicability**

The Special Terms and Conditions are supplementary to the rules, regulations, and minimum standards governing and regulating the operations of gas service public utilities as established by the Oklahoma Corporation Commission and supersede any conflicting provisions contained in any rules or regulations previously established by the Company. In any case of conflict, such rules or regulations so established by the Oklahoma Corporation Commission will govern, unless specific waivers of such rules have been authorized.

**Reservations**

The Company hereby reserves the unilateral right from time to time to propose to the Commission changes in the tariffs, the applicability thereof, the rates, charges and other terms and conditions of service and any other provisions of the Company's rules or the Commission's regulations.

**Limitation of Liability**

The Company shall not be liable for, and the customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for, damage or injury to persons or property, in any manner directly or indirectly connected with or growing out of the furnishing of natural gas on the customer side of the point of delivery, or with the interruption or termination of natural gas service, except to the extent that the damages are occasioned by the gross negligence or willful misconduct of the Company.

**EXTENT OF SYSTEM IN WHICH COMPANY MAINTAINS SERVICE****A. HOUSE PIPING**

House piping shall conform to requirements of the applicable city or town ordinances. In towns, villages, and suburban territory where there are no applicable regulations as to gas service, house piping and venting shall comply with the International Fuel Gas Code, dated 2006, and future amendments or supplements thereto.

Waiver to OAC 165:45-3-2 (b); Cause No. PUD 201000048; Order No. 578795

**Page 5 of 36**

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**Oklahoma Natural Gas Company**

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051****B. PROPERTY OWNER'S  
LINES AND EQUIPMENT**

1. No gas service shall be furnished to a new residential installation made after the effective date of these Rules unless the Property Owner's piping system conforms to all requirements of the applicable state, city, or town ordinances. Installations being served on the effective date of these Rules not conforming to the above requirements shall continue to be served, unless it is determined that such installations are unsafe.
2. If the Property Owner chooses to retain ownership of the service/yard line on the Owner's premises and declines to have the Company replace the line, the Property Owner may have the meter installed at a mutually agreed upon location and shall install all downstream facilities, taking total responsibility for all installation, maintenance, repair, and replacement and liability arising there from.

Waiver to OAC 165:45-3-2(b) and (d); Cause No. PUD 201000048; Order No. 578795

**C. MONITORING AND  
LOCATING OF SERVICE  
LINES AND YARD LINES**

1. Effective January 1, 2001, the Company or Company-authorized personnel will begin to perform periodic surveys of service lines and yard lines for leaks. Such leak surveys shall be performed in accordance with the leak survey cycle applicable to the distribution mains and/or service lines to which the yard lines are connected, in accordance with applicable laws and regulations. The Company may perform leak surveys more frequently if it is deemed to be necessary. The Company shall not assume any ownership responsibility or liability for lines owned by the Property Owner based only upon leak survey or maintenance activities being performed.
2. Effective January 1, 2001, the Company will begin to provide line locating services for service lines and yard lines owned by the Property Owner as generally required by the "Oklahoma Underground Facilities Damage Prevention Act." If, after reasonable attempts, such facilities cannot be located, the persons who requested such services will be promptly notified and will thereafter be responsible for such location.
3. The Company shall have no obligation to perform leak surveys or to provide line locating services on ancillary lines or a customer-owned distribution network for which the Company has no responsibility under Commission or Department of

**Page 6 of 36****Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

Transportation rules and regulations.

Waiver to OAC 165:45-3-3; Cause No. PUD 9900000166; Order No. 441549

**SERVICE LINES**

**A. GENERAL POLICY**

1. The Company will assume full responsibility for service lines only when such lines are installed as new by the Company or are replaced by the Company. Until that time, the Property Owner will continue to own such lines from the property line or utility facilities to the building, regardless of where the meter is located, except for those lines previously installed by the Company pursuant to Commission Order No. 334855 issued January 27, 1989, in Cause No. PUD 000628. A meter assembly will be located at the structure or at another mutually agreed upon site.
2. If the Property Owner chooses not to have the Company install the service line facilities, the Owner may have the meter installed at a mutually agreed upon location and install all downstream facilities, taking total responsibility for all installation, maintenance, repair, replacement and liability arising there from.

Waiver to OAC 165:45-3-3; Cause No. PUD 9900000166; Order No. 441549

**B. COMPANY-OWNED  
SERVICE LINES**

1. **New Installations**  
With respect to installation of initial service lines, the Company shall furnish, at its own expense, pursuant to the Financial Limitations on Installation or Replacement of Service Lines of this section, that portion of the line which lies in the public street, right of way or utility easement and which extends from the gas main to the Property Owner's property line. The Company shall also furnish and install a service line of suitable capacity, including meter assembly, to the agreed upon meter location, as set forth below. The service line shall be owned, operated and maintained by the Company.
2. **Replacement of Service Lines/Yard Lines Owned by the Property Owner**  
The Company may replace service/yard lines owned by the Property Owner when such replacement becomes necessary due to deterioration of the lines, damage to the lines, except for damage that is the result of gross negligence or willful misconduct by the Property Owner or Owner's agent, or reconstruction of Company distribution mains. Lines replaced by the Company or Company-authorized personnel shall thereafter be owned, operated and maintained by the Company. Replacement of the

**Page 7 of 36**

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Oklahoma Natural Gas Company**

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051**

Property Owner's service/yard lines, if done in connection with reconstruction of Company's distribution mains, relocation of the service tap and service line will occur in accordance with the Company's schedule and the requirements of regulatory authorities having jurisdiction herein. Costs associated with relocating the meter to the building wall and installing the piping in connection with reconstruction of mains, deterioration, or damage of the line will be subject to Tariff 1081, but subject to the limitations set forth below. In situations where a Property Owner requests the replacement of a yard line due to damage resulting from the gross negligence or willful misconduct of the Property Owner or Owner's agent, the Company may replace the facilities, but the Property Owner will be responsible for all costs. Replacement of service/yard lines shall not include replacement of any ancillary lines.

If the Property Owner refuses to give Company personnel or Company-authorized personnel appropriate access to the Owner's property for purposes of installation, the Owner will retain responsibility for his/her facilities and shall bear the expense of any replacements and repairs. If the Property Owner or consumer refuses to give Company personnel or Company-authorized personnel appropriate access to the Owner's property for purposes of maintenance, repair, rebuilding, leak surveys, equipment removal, line locating, meter reading and other functions, the Company shall have the right to terminate service to such Property Owner or consumer after notification to the Owner or consumer of such possible action.

**3. Financial Limitations on Installation or Replacement of Service Lines**

The Property Owner receiving service shall be billed for Company's excess costs including labor, overheads and material used in installing the service line above the level of investment justified as a result of the analysis described in Tariff 1081. Where such piping is to be installed in frozen ground, in rock, under paved areas, or where installation is hampered by other obstructions, or where extra costs are incurred for relocation of kick-out (Owner's piping where it exits the structure) or for unusual piping to connect the meter at the new location to the current kick-out location, and the Company or Company-authorized personnel performs such work, the Property Owner shall also be billed for Company's excess costs including labor, overheads and material used in such unusual construction conditions. A copy of the Company's estimate showing the excess costs of labor, overheads and material required to perform the work hereunder shall be furnished to the Property Owner upon request prior to construction.

In situations where the excess costs in excess of the waiver as outlined in Tariff 1081 are estimated to be \$300 or less, the Company will waive such excess costs. In situations where the excess costs exceed \$300, the Company may, after giving due consideration to the total excess costs and Customer's ability to make the required

**Page 8 of 36**

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

payment, enter into a special payment agreement with Customer to permit the Customer to make an initial payment of \$100 and to pay the remaining balance, if any, in monthly installments over a period not to exceed 12 months. Monthly payments during this period shall be the minimum of 1/12 of the remaining balance owed or \$50, whichever is greater. The Customer shall be required to sign a Service Line and Cost Agreement in those situations in which the Customer is required to pay excess costs.

The Property Owner's failure to pay the excess costs in accordance with the pay agreement shall be sufficient cause to discontinue service to the Owner upon due notice and in accordance with the appropriate Company rules. If the Owner is not the customer at the premises served but is a customer of the Company, the Company may discontinue service at Owner's account address.

**4. Relocation of Company's Facilities at the Property Owner's Request or Caused by the Owner's Actions**

The Property Owner shall consult the Company before causing or permitting any construction over any Company-owned facility. The Owner shall not enclose any exposed portion of Company-owned facilities. The Company shall require the Property Owner to reimburse the Company for any costs due to a change in the location of meters or other facilities made at the request of the Owner or caused by the Owner's actions. The Company's facilities will be removed or relocated only by Company-authorized personnel.

**5. Company Responsibility**

In accordance with its normal work procedures, the Company shall exercise reasonable care when installing, maintaining or replacing Company facilities located on the Property Owner's premise. However, beyond such normal procedures, Company assumes no responsibility for trespass, injury to person, or damage to lawns, trees, shrubs, building or other property that may be caused by reason or related to installation, monitoring or replacement of Company's facilities to serve the Property Owner, unless it shall be shown affirmatively that the injury to persons or damage to property complained of, has been caused by willful default or negligence on the part of the Company.

The Company may refuse or discontinue service if an inspection or test reveals leakage, escape or loss of gas or other unsafe conditions on the Property Owner's premises. Company will not be liable for any loss, damage or injury whatsoever caused by such leakage, escape or loss of gas from the Owner's service line, yard line, ancillary lines, house piping, appliances or other equipment. Nor will the Company be liable for any loss, damage or injury whatsoever caused by the necessary discontinuance of service caused by such leakage, escape or loss of gas

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

from the Owner's service line, yard line, ancillary lines, house piping, appliances or other equipment.

The Company further assumes no responsibility for any loss, damage or injury whatsoever caused by leakage, escape or loss of gas after same has passed through the Company's point of delivery and will not be responsible for the inspection or repair of defects in the Property Owner's piping, fixtures, or appliances in or on Customer's premises, and will not be responsible for any injury, loss or damage resulting from such defects or improper installation.

Waiver to OAC 165:45-3-3; Cause No. PUD 9900000166; Order No. 441549

**C. SERVICE LINES AND  
YARD LINES OWNED  
BY THE PROPERTY  
OWNER**

If the Property Owner chooses to retain ownership of the service/yard line on the Owner's premises and declines to have the Company install or replace and own the service line, the Property Owner may have the meter installed at a mutually agreed upon location and shall install all downstream facilities, taking total responsibility for all installation, maintenance, repair, and replacement and liability arising there from.

Waiver to OAC 165:45-3-3; Cause No. PUD 9900000166; Order No. 441549

**SERVICE EQUIPMENT AND LOCATION**

**A. MEASUREMENT  
EQUIPMENT**

The Company will furnish all necessary shut off valves, regulators, relief valves, meters, and meter settings to serve consumers. All facilities furnished and installed by Company on the Property Owner's premises for the supplying of service to the consumer on such premises shall be and remain the exclusive property of the Company. The Owner or consumer shall take care not to damage any Company-owned facilities located on the premises and shall not enclose any exposed portion of Company-owned facilities. All Company-owned facilities on the premises of the Property Owner shall be operated by and maintained at the expense of the Company. Such facilities may be replaced by the Company at any time and may be removed by the Company upon termination of the Owner's service agreement or upon discontinuance of service as provided in the Company's utility service tariffs.

Waiver to OAC 165:45-5-1(a); Cause No. PUD 990000166; Order No. 441549

**Page 10 of 36**

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**B. METER LOCATION**

**1. New Installations**

For every new residential or small commercial service line and yard line installed after September 30, 2000, the Company will install the meter whenever feasible at the building wall at a location which is mutually agreeable to the Property Owner and the Company, after giving consideration to safety, aesthetics, and the related economics of the proposed meter location.

All new meter set locations for large commercial and industrial consumers will be determined by mutual agreement between the Property Owner and the Company. Any such location must provide for all practicable safety from public road and in-plant traffic.

Waiver to OAC 165:45-5-1 (d); Cause No. PUD 201000048; Order No. 578795

**2. Replacements**

For every residential or small commercial service line and yard line replaced by Company, the Company will install the meter whenever feasible at the building wall, at a location which is mutually agreeable to the Property Owner and the Company, after giving consideration to safety, aesthetics, and the related economics of the proposed meter location.

**3. Mobile Home Parks**

Meters in mobile home parks will be located at the individual lot line rather than at the mobile home site. The park owner shall be responsible for installing and maintaining all piping downstream of the meter to the mobile home site.

**4. High Pressure Line Tap Services**

Meters and related equipment for consumers served from high pressure line taps shall be located at the site of the pipeline tap. The Property Owner shall be responsible for installing and maintaining a yard line from the meter to the structure.

**5. Duty to Notify**

The Property Owner shall have the duty to notify the Company in writing of any changes in traffic patterns or other conditions which subsequently render any agreed-upon meter location unsafe. The Company shall not be liable to the Property Owner for any damages caused by impact to a meter when the Company has not been notified pursuant to this section.

**6. Meter Location**

When the meter is located at a point other than the building wall, the yard line shall be installed and maintained at the Property Owner's expense.

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**Oklahoma Natural Gas Company**  
**PO Box 401**  
**Oklahoma City, OK 73101-0401**

**Tariff 1051**

The Company will endeavor to reach agreement with the Property Owner regarding the location, dimensions, and type of equipment to be installed. However, where the Company and Owner cannot agree, either party may submit the issue to the Commission's Consumer Services Division for mediation, as an alternative to filing an application under OAC 165:45-3-3.

The Property Owner shall consult the Company before causing or permitting any construction over any Company-owned facility. The Owner shall not enclose any exposed portion of Company-owned facilities. The Company shall require the Property Owner to reimburse the Company for any costs due to a change in the location of meters or other facilities made at the request of the Owner or caused by the Owner's actions. The Company's facilities will be removed or relocated only by Company-authorized personnel.

Waiver to OAC 165:45-3-3; Cause No. PUD 9900000166; Order No. 441549

**C. UNDERGROUND METERS**

No new residential underground meter setting shall be installed.

**D. METER RELOCATION**

After installation, the location of the meter on the Property Owner's premises shall not be changed except by the Company with its consent and at the sole expense of the Owner, unless such change is for the convenience of the Company or as may be provided in this Tariff, in which event the Company shall bear the expense.

**SERVICE TO APARTMENT COMPLEXES**

**A. METER LOCATION**

When service is furnished to individual living units in an apartment complex by the Company, the meter shall be installed as close to each such living unit as is feasible under the circumstances within the locations provided for such facilities.

**B. MAINTENANCE  
 BEYOND POINT  
 OF DELIVERY**

When service is furnished to an individual living unit in an apartment complex by the Company, all yard lines, house piping, and equipment installed beyond the point of delivery at the Company's meter shall be maintained in a safe, efficient, and proper condition by and at the expense of the owner or consumer, as appropriate.

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



**PO Box 401  
Oklahoma City, OK 73101-0401**

**Tariff 1051**

**C. TERMS OF SERVICE**

Individual units in apartment complexes served by an individual meter shall be served under the same terms as a single residence, unless otherwise specifically herein provided.

**D. REQUIREMENTS FOR SERVICES TO INDIVIDUAL LIVING UNITS**

Company shall not be required to furnish service to individual living units within an apartment complex until after the Company has been furnished suitable locations for Company facilities within the apartment complex, acceptable to and at no cost to the Company. When requested, Company shall be furnished easements for such locations in recordable form and acceptable to the Company.

**E. REQUIREMENT TO CONVERT APARTMENT COMPLEXES TO INDIVIDUAL LIVING UNITS**

Apartment complexes being furnished gas service as of the effective date of these rules may be converted for service to individual living units under the following circumstances:

1. The piping system within the apartment complex is acceptable to the Company and the owner of the apartment complex transfers ownership of such system to the Company free and clear of any liens and encumbrances and such owner furnishes suitable locations pursuant to subsection (D) above; or
2. The piping system within the apartment complex is not acceptable to the Company, but the owner of the apartment complex enters into a Private Line Use Agreement with the Company (as provided in the Distribution Main Extension Policy of the Company's Commission-approved tariff) and furnishes suitable locations pursuant to subsection (D) above for the meter setting to serve the individual living units within the apartment complex; or
3. Company and the owner of an apartment complex agree on an alternate means of conversion of the apartment complex for service to the individual living units therein. Whenever the owner of an apartment and the Company are unable to agree to the terms and conditions under which service is to be furnished to the individual living units within such apartment complex, either party may file an application with the Commission for a proper order, after notice and hearing.

**F. PRIVATE LINE**

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

PO Box 401  
Oklahoma City, OK 73101-0401

**Tariff 1051**

**SERVICE**

Whenever service is furnished to a consumer in an apartment complex through means of the use of a private line, the Company's obligation to furnish service to such consumer is subject to the continued availability to Company of the use of such private line and Company shall not be responsible for any termination of service to a consumer because the private line used to serve such consumer is for any reason unavailable to the Company for use in providing such service.

**SERVICE TO TENANTS IN SHOPPING CENTERS, OFFICE BUILDINGS,  
WAREHOUSES AND OTHER COMMERCIAL BUILDINGS**

**A. METER LOCATION**

Gas service may be furnished directly to a tenant in a shopping center, office building, warehouse, or other commercial building pursuant to this Tariff. When service is furnished to an individual tenant hereunder, the meter shall be installed on or as close to the premises of the tenant as is feasible under the circumstances; provided no meter or other Company facilities shall be installed within any building housing the premises of the tenant.

**B. MAINTENANCE  
BEYOND POINT  
OF DELIVERY**

All yard lines, piping, and equipment installed beyond the point of delivery at the Company's meter will be installed and maintained in a safe, efficient, and proper condition by and at the expense of the owner of the complex or the tenant as appropriate.

**C. TERMS OF  
SERVICE**

Tenants receiving individually metered service under this Tariff shall be subject to and shall be provided service under the general terms of the Company's tariffs, unless specifically provided otherwise herein.

**D. LOCATION FOR  
COMPANY  
FACILITIES**

The Company shall not be required to furnish service to individual tenants within a complex until the Company has been furnished suitable locations for Company facilities within the complex at no cost to the Company. When requested, Company shall be furnished easements in recordable form and acceptable to the Company.

**E. EXTENSIONS TO  
TENANTS**

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

Extensions to tenants pursuant to this Tariff shall be made pursuant to the Tariff 1081.

**GAS SERVICE THROUGH PRIVATE LINES**

**A. PRIVATE LINE SERVICE**

Gas service may be furnished to one or more consumers through a private line pursuant to this Tariff. Prior to commencement of gas service to applicants served under this Tariff, the Company and the applicants to be served from the private line, shall be furnished with the written consent and agreement of the owner thereof for the use of such private line by the applicants. The document must allow for the use of the private line to transport gas for furnishing and measuring gas service to the applicants to be connected to the referenced private line, the agreement of the owner thereof to hold the Company harmless from any loss, claim, or damage by virtue of use of such private line and such other terms as the Company may reasonably require. In addition, the document may list the points of delivery where owner has agreed to allow the applicants to receive service from the private line. Provided, however, that after the effective date of this Tariff, residential consumers shall no longer be allowed to install a private line to connect to the Company's system, and no new residential consumers will be served off an existing private line. Commercial and industrial consumers may continue to install new private lines and shall be responsible as operators of the lines pursuant to rules of the Commission's Pipeline Safety Department of the Transportation Division.

**B. CURTAILMENT OR TERMINATION**

Whenever service being furnished to a consumer is dependent on the availability to consumer of the use of a private line, the Company's obligation to furnish gas service is subject to the continued availability to such consumer of the use of such private line and the Company shall not be responsible or liable for any curtailment or termination of gas service to a consumer because a private line used by the consumer is for any reason unavailable to the consumer for use in receiving such gas service.

**C. TERMS OF SERVICE**

Gas service to a consumer on a private line shall be provided under the same terms as gas service is provided to the class of consumers that includes such consumer, unless otherwise specifically herein provided.

**D. MEASUREMENT AND BILLING**

Gas service shall be deemed delivered to a consumer on a private line at the point of connection of the private line and the Company's system. The consumer's regular monthly billing for gas

**Page 15 of 36**

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Oklahoma Natural Gas Company**

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

consumption is the:

1. Amount of gas measured by the meter installed on the private line for such consumer, plus;
2. Consumer's proportionate share of the difference between the amount of gas measured by the primary meter and the aggregate total amount of gas measured to all consumers on the private line.

**E. SERVICES PERFORMED BY COMPANY**

1. Commencing on the effective date of this Tariff, and pursuant to the schedule approved by the Commission, the Company or Company-authorized personnel will begin to perform the services of mapping, line locating, and cathodic protection of private lines and to perform periodic surveys of private lines for leaks and such other maintenance as necessary; provided, however, that this Section E shall not apply to those private lines identified in Subsection E (4), below.
2. Repairs/Rebuilds - Should the Company determine that a private line requires repairs or rebuilding/replacement due to the presence of leaks, line deterioration, or for other reasons, Company or Company-authorized personnel shall provide to the consumer[s] served from such line a written estimate of the costs of the services to be performed. Such repairs or rebuilds/replacement shall be performed by the Company or Company-authorized personnel or, at the option of the consumer[s] served from the private line, such other qualified persons as may be selected by the consumer[s]; provided, however, that Company shall have the right to discontinue service as necessary pending the completion of any repairs or rebuilds/replacement performed by persons other than the Company or Company-authorized personnel.
  - a. Repairs – The consumer[s] served from the private line shall be responsible for the cost of any and all repairs on the private line. If repairs are performed by Company or Company-authorized personnel, Company shall bill the consumer[s] their proportionate share of such costs.
  - b. Rebuilds – The cost of any replacements or rebuilds of the private line performed by the Company or Company-authorized personnel shall be pursuant to Company Tariff No. 1081, "Distribution Extension Policy," as such tariff may be amended from time to time. Private lines replaced by the Company or Company-authorized personnel shall thereafter be owned and operated by the Company as distribution mains.
3. Access – The Company shall require reasonable access to the property upon which

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

the private line is located in order to perform the services of mapping, line locating, cathodic protection, leak survey, maintenance, repair, rebuilding, equipment removal, or other services related to the private line. If the Company or Company-authorized personnel is denied access to any of said property for purposes of performing such services, the Company shall have the right to terminate or curtail service from the private line after giving proper notification of such possible action to the consumer[s] affected.

4. Exclusions – This Section E shall apply only to private lines serving residential and predominately residential consumers, and shall not apply to private lines owned by commercial and industrial consumers, schools, colleges, and universities, apartment complexes, mobile home parks, and governmental agencies or installations, and such private lines shall continue to be operated and maintained by the owners thereof.

**F. SERVICE LINES**

The Company's policy pertaining to service lines shall apply to all existing and new consumers served by a service line connected to a private line (distribution main) installed and owned by Company.

**G. INACTIVE ACCOUNTS**

The Company shall have the right to remove the service tap and permanently discontinue service to any account (service location or address) that has been inactive for more than six months.

**H. NOTICE TO DISCONTINUE SERVICE**

In addition to the Company's other rights to discontinue service under the Company's tariffs, the Company may discontinue service to a consumer being served from a private line upon thirty (30) days written notice to such consumer. The Company may also discontinue service for non-payment of costs related to repairs or rebuilds of a private line.

**METER ACCURACY REQUIREMENTS**

**A. INSTALLATION TEST**

1. Every domestic meter, whether new or repaired, shall be in good order when installed. When installed, it shall not be more than plus or minus one percent (1%) in error on check proof, and the open proof shall be within plus or minus one percent (1%) of the check proof. Each repaired meter shall be marked to indicate the year of the last test made on that meter.

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

2. Every orifice meter, linear, or positive meter with more than 800 cfh capacity, whether new or repaired, shall be in good order when installed and shall not be more than plus or minus one percent (1%) in error when operating at any rate of flow within the limits of its capacity as specified in this Tariff.

Waiver to OAC 165:45-5-12(a); Cause No. PUD 201000048; Order No. 578795 and Cause No. 201100034; Order No. 586900

**B. AVERAGE ERROR**

The average error of a meter is determined as follows:

1. Domestic meters. For domestic meters, one-half (½) of the algebraic sum of the error at check proof and the error at open proof.
2. Special meters. For orifice, linear, and positive meters with more than 800 cfh capacity, the algebraic average of the errors determined at the various rates of flow at which the meter was tested as specified in this Tariff; however, if the rates of flow at which the meter has been registering in service can be definitely established, the weighted average error is determined.

Waiver to OAC 165:45-5-12(c); Cause No. PUD 201000048; Order No. 578795

**METERS READ BY CONSUMERS**

**A. SCOPE**

At consumer request, the Company will allow any consumer to provide the monthly meter reading that is used for billing.

**B. INFORMATION  
FURNISHED  
CONSUMER**

The Company mails the following information to consumers who regularly provide the monthly meter reading:

1. Instructions on how to read the gas meter.
2. A meter reading schedule for the calendar year.
3. The date the Company must receive the reading each month.
4. Instructions on how to report the reading.

**C. IDENTIFYING  
CONSUMER**

**Page 18 of 36**

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

PO Box 401  
 Oklahoma City, OK 73101-0401

**Tariff 1051**

**READ METERS**

The Company codes the consumer's account to indicate that the consumer reads the meter. Except for audit purposes, Company meter readers do not attempt to read these meters unless the meter is easily seen and does not require access to the customer's property.

**D. READ FREQUENCY**

Meters read by consumers shall be read each month on approximately the same day of each meter reading period.

**E. ESTIMATED READING**

When the consumer fails to furnish the Company a monthly meter reading, the Company may issue the consumer an estimated bill based on the consumer's previous usage adjusted for weather or other comparative data. The Company will adjust the consumer's account as necessary when the next actual reading is obtained.

**F. VERIFICATION BY COMPANY**

The Company shall verify the consumer's readings not less than once a year.

Waiver to OAC 165:45-5-3(d), Cause No. PUD 201000048; Order No. 578795

**PLACE AND METHODS FOR TESTING**

**A. SMALL DIAPHRAGM METERS**

Under 801 cfh capacity

1. All tests on domestic meters in service, provided for in this Tariff, are made at an approved testing facility with a suitable meter prover as specified in this Tariff. The differential pressure carried on the prover shall not exceed two inches (2") of water column pressure.
2. Meters are tested at two or more rates of flow as needed to ascertain their accuracy. When two rates are used, the low flow rate is equivalent to 20% to 40% of the applicable badged capacity and the high flow rate shall be equivalent to 80% to 120% of the applicable badged capacity. Before being placed in service, meters are adjusted to an accuracy of 100% within the limits of plus or minus one percent at a low flow rate (20% to 40% of capacity) and a high flow rate (80% to 120% of

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
Effective	Order No.	Cause/Docket No.
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401  
Oklahoma City, OK 73101-0401**

**Tariff 1051**

capacity). The numerical difference between the test values for these two rates should not exceed one percentage point.

Waiver to OAC 165:45-5-11(a); Cause No. PUD 201000048; Order No. 578795

**B. LARGE  
DIAPHRAGM  
METERS**

801 cfm or more capacity

All tests on large positive meters in service provided for in this Tariff are made with approved testing apparatus as specified in this tariff. Such meters are tested on location on the consumer's premises, if feasible. Meters are tested with air at one or more rates of flow as needed to ascertain their accuracy. When two rates are used, the low flow rate is equivalent to 20% to 40% of the applicable meter capacity and the high flow rate is equivalent to 80% to 120% of the applicable meter capacity. These tests are conducted on the basis of either the 0.5 or 2 inch water column (125 or 500 Pa) capacity of the meter as appropriate for its use. Before being placed in service, meters are adjusted to an accuracy of 100% within limits of plus or minus one percent at low flow (20% to 40% of capacity) and a high flow rate (80% to 120% of capacity). The numerical difference between the test values for those two rates should not exceed one percentage point.

Waiver to OAC 165:45-5-11(b)(1); Cause No. PUD 201000048; Order No. 578795

**C. ROTARY METERS**

Rotary meters are tested and calibrated at the factory and/or the Company's meter shop in accordance with recognized and accepted practices, and shall be correct to within plus or minus one percent when operating at rated capacity. Meter accuracy is 100% plus or minus one percent from approximately 20% to 100% of the meters rated capacity. Rotary meters may be tested and calibrated on location or at the Company's facilities with an approved apparatus as specified in this Tariff. Meters are tested at one or more rates of flow to ascertain their accuracy. When one rate of flow is used, it is 10% to 30% of the rated capacity. When two rates are used, one of the flow rates is the same as the single test. The high flow rate is 60% to 100% of the rated capacity. If this is not attainable, then it is the maximum capacity of the proving equipment. If an intermediate flow rate is used, it should be approximately midway between the low and high rates. After the initial accuracy tests are made by the manufacturer or user, differential tests may be used to confirm the continued accuracy of in-service rotary meters.

Waiver to OAC 165:45-5-11(c); Cause No. PUD 201000048; Order No. 578795

**PERIODIC TESTING OF METERS AND TEST EQUIPMENT**

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110



PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051**

**A. PERIODIC TESTING  
 OF METERS AND  
 TEST EQUIPMENT**

The Company shall make periodic tests of all meters, associated devices, and instruments to ensure their accuracy. Such tests shall be scheduled within the calendar year, or earlier, when the interval is stated in years; or within the calendar month, or earlier, when the interval is stated in months. The basic periodic test interval shall not be longer than provided in the following schedule (Note: Maintenance programs suggested by manufacturers of the following meters and devices should be carefully followed.):

1. Positive displacement meters:
  - a. 800 cfh or less - A total of 2.5% of meters in service shall be removed each year and tested. Utility shall use test information from removed meters to determine the worst performing meter models. Utility shall concentrate replacements toward the worst performing meters.
  - b. 801 cfh or more - A random sample taken from a group of meters will be tested based on guidelines set forth in Military Standard MIL-STD 105D Inspection by Attributes, General Inspection Level II, Singles Sampling Plan for Normal Inspection. Utility shall use tested meter information to determine subsequent testing frequency with more frequent tests for meters with poor performance.
2. Orifice meters - 6 months
3. Turbine Meters - 1 year
4. All other meter types - 1 year
5. Secondary standards:
  - a. Dead weight tester - 10 years
  - b. Pneumatic dead weight tester - 2 years
6. Working standards:
  - a. Bell provers - 5 years
  - b. Rotary displacement test meters - 5 years
  - c. Flow provers - 5 years
  - d. Laboratory quality indicating pressure gauges - 1 year

Waiver to OAC 165:45-5-13(a); Cause No. PUD 201200029; Order No. 599934.

**GAS MEASUREMENT REQUIREMENTS**

<u>Rates Authorized By The Oklahoma Corporation Commission:</u>		
Effective	Order No.	Cause/Docket No.
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

PO Box 401  
 Oklahoma City, OK 73101-0401

**Tariff 1051**

**A. LOST AND UNACCOUNTED FOR GAS**

All gas transmitted by the Company shall be measured accurately by proper apparatus prior to entering the pipe line, and all gas delivered from the pipeline shall be measured accurately in order that the "lost and unaccounted for" gas may be accurately determined.

Waiver to OAC 165:45-7-11(a) and (b); Cause No. PUD 201000048; Order No. 578795

**B. UNMEASURED USAGE**

All gas received or delivered by the Company shall be subject to meter measurement, except as otherwise authorized by the Company's Commission-approved tariff.

Waiver to OAC 165:45-7-11(f); Cause No. PUD 201000048; Order No. 578795

**C. COMMISSION REPORTS**

The Company records all measurements required by this Tariff and reports the totals of the input and output measurements annually to the Commission on a Line Loss Report. The volume measurements are reported on the 14.73 psia pressure base and/or energy shall be reported in dekatherms.

Waiver to OAC 165:45-7-11(d); Cause No. PUD 201000048; Order No. 578795

**MEASUREMENT OF GAS UNDER ELEVATED PRESSURE**

**A. ELEVATED PRESSURE**

When gas is measured through positive or linear meters at a pressure greater than the pressure base used for measurement, such meters shall be equipped with reliable pressure-volume recording gauges or compensating devices, as necessary or as otherwise required by the Commission, for accurately determining, in accordance with contracts or other tariff provisions, the quantity of gas that has passed through the meter. An exception to this is allowed if the utility delivers consistent pressure through the metering device and has determined the applicable fixed correction factor for such pressure, then the utility may apply that factor to the uncorrected dial reading of the meter.

Waiver OAC 165:45-7-12(a); Cause No. PUD 201000048; Order No. 578795

<u>Rates Authorized By The Oklahoma Corporation Commission:</u>		
Effective	Order No.	Cause/Docket No.
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**HEATING VALUE EQUIPMENT AND HEATING VALUE REQUIREMENTS**

**A. DETERMINING  
HEAT CONTENT**

The Company periodically tests representative samples of gas being distributed in its system.

1. All heating value determination equipment shall be verified against certified gas at least once a month.
2. All methods of testing are subject to inspection and approval by a representative of the Commission.

Waiver OAC 165:45-7-13(a) (1-3); Cause No. PUD 201000048; Order No. 578795

**GAS PRESSURE AND RELATED REQUIREMENTS**

**A. MONITORING  
REQUIREMENTS**

The monitoring of pressure shall comply with Department of Transportation Pipeline Safety Regulations Part §192.741. The recordings of pressures shall be kept for at least two (2) years.

Waiver to OAC 165:45-7-3 and 4; Cause No. PUD 201000048; Order No. 578795

**B. REGULATION AND  
METER EQUIPMENT**

The design and operation of service regulators and meters shall comply with gas industry standards for such, and in particular Department of Transportation Pipeline Safety Regulations Parts §192.195 through 192.199 and 192.351 through 192.383. In addition the meters and regulators used in operation shall comply with ANSI B109 standards or equivalent industry standards regarding the manufacture of such devices.

Regulators used shall have the capability of reducing the distribution line pressure to service pressures at or below the design limits of the connected service. The design of the regulator and or service shall include overpressure protection where applicable such that the design limits of the connected service are not exceeded. Unless the design of the connected service is known to be greater, the design pressure for a connected service is to be 1 psig.

Waiver to OAC 165:45-7-1 through 4; Cause No. PUD 201000048; Order No. 578795

**C. EXCEPTIONS TO**

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

**REGULATION AND  
METER EQUIPMENT**

Regulators and meters that are deemed "new" technology and yet still meet the safety requirements of the existing technology outlined in the DOT and ANSI standards may be installed for trial purposes. Utilities using such equipment must have documents from the manufacturer showing that said equipment has been tested and shows to meet the DOT and ANSI standards requirements.

**DEPOSITS AND INTEREST**

**A. SCOPE**

The following rule applies to all residential and nonresidential consumers of the Company except as noted.

Waiver to OAC 165-45-11-1 (a); Cause No. PUD 200400610; Order No. 512287

**B. DEPOSIT NOT  
REQUIRED**

**Residential**

A deposit is not required from a residential consumer requesting new service who:

1. Has received the same or similar type and classification of service for at least twelve (12) consecutive months and has met the following criteria during the last twelve (12) months of service. The prior service shall have been within eighteen (18) months of when application for service is received.
  - a. Service was not terminated for nonpayment;
  - b. Payment was not late more than twice;
  - c. The consumer has not tampered with or by-passed the meter;
  - d. The consumer has not presented a check subsequently dishonored; and
  - e. The consumer does not owe an unpaid balance for service previously supplied to the consumer; or who,
2. Provides satisfactory information supporting the customer's credit worthiness.

**Nonresidential**

A deposit may not be required from a nonresidential consumer requesting new service who:

1. Provides, in a form approved by the Company, a notarized surety bond or an

**Page 24 of 36**

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**Oklahoma Natural Gas Company**

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051**

irrevocable letter of credit from a Company approved bank or underwriter, equal to the amount of the required deposit; or who,

2. Is a federal, state, or municipal government.

Waiver to OAC 165-45-11-1(b); Cause No. PUD 201000048; Order No. 578795

**C. DEPOSITS FROM  
CURRENT  
CONSUMERS**

**Residential**

Current residential consumers of the Company may be required to post a deposit as a condition of continued service if during the last twelve (12) months any of the following occur:

1. Undisputed charges have become delinquent in two (2) billing periods (delinquent shall mean that payment was not received on or before the due date of consumer's bill);
2. The consumer has had service disconnected for nonpayment;
3. The consumer has tampered with or by-passed the meter;
4. The consumer has presented a check subsequently dishonored; or
5. There remains owing an unpaid account for service previously supplied to the consumer.

**Nonresidential**

Current nonresidential consumers of the Company may be required to post a deposit as a condition of continued service if during the past twenty-four (24) months any of the following occur:

1. Undisputed charges have become delinquent in two (2) billing periods (delinquent shall mean that payment was not received on or before the due date of consumer's bill);
2. The consumer has had service disconnected for nonpayment;
3. The consumer has tampered with or by-passed the meter;
4. The consumer has presented a check subsequently dishonored; or

**Page 25 of 36**

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**Oklahoma Natural Gas Company**

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051**

5. There remains owing an unpaid account for service previously supplied to the consumer.

Waiver to OAC 165-45-11-1(d) and (e); Cause No. PUD 201000048; Order No. 578795

**D. CALCULATION  
OF DEPOSIT  
AMOUNTS**

1. Residential Customer Deposit

- a. The Customer Deposit shall not exceed 1/6 of the customer's estimated annual bill, one month of the highest gas utility bill during the preceding 12 months or \$100, whichever is greater. Estimates will be used if the consumer's usage over the last twelve (12) month period is not known. Deposit may be rounded to the nearest \$5 increment either up or down. Should the deposit prior to rounding fall at an exact midpoint between \$5 increments, the deposit will be rounded down.
- b. A Customer's existing deposit is subject to increase at the Company's discretion if the deposit on the account is no longer 1/6 of the customer's estimated annual bill, one month of the customer's highest gas utility bill during the preceding 12 months or \$100, whichever is greater. The Customer Deposit levels may be reviewed as needed by the Company.

2. Non-Residential Customer Deposit

- a. The Customer Deposit shall not exceed two (2) times the consumer's highest monthly bill over the last twelve (12) month period or \$100 whichever is greater. Estimates will be used if the consumer's usage over the last twelve (12) month period is not known. Deposit may be rounded to the nearest \$5 increment either up or down. Should the deposit prior to rounding fall at an exact midpoint between \$5 increments, the deposit will be rounded down.
- b. A Customer's existing deposit is subject to increase at the Company's discretion if the deposit on the account is no longer two (2) times the customer's highest monthly bill during the preceding 12 months. The Customer Deposit levels may be reviewed as needed by the Company.

Waiver to OAC 165-45-11-1(c); Cause No. PUD 201000048; Order No. 578795

**E. REFUND OF**

**Page 26 of 36**

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Oklahoma Natural Gas Company**

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051****DEPOSITS****Residential**

1. The Company shall review monthly all residential Customer Deposits for refund eligibility after twelve (12) months of continuous service. A deposit will be eligible for refund if the consumer has met the following criteria during the most recent twelve (12) month period.
  - a. Service was not terminated for nonpayment;
  - b. Payment was not late more than twice;
  - c. The consumer has not tampered with or by-passed the meter;
  - d. The consumer has not presented a check subsequently dishonored; and
  - e. The consumer does not owe an unpaid balance for service previously supplied to the consumer.
2. All deposits, with accrued interest, will be automatically refunded when the Company determines that the consumer has met the above eligibility criteria.
3. All refunds will be paid by credit against the consumer's account. Upon the consumer's request, refunds may be made by means of a negotiable instrument.

**Nonresidential**

1. The Company shall review monthly all nonresidential Customer Deposits of \$20,000 or less for refund eligibility after sixty (60) months of continuous service after the deposit was paid. A deposit will be eligible for refund if the consumer has met the following criteria during the preceding twenty—four (24) month period once the deposit becomes eligible for review.
  - a. Service was not terminated for nonpayment;
  - b. Payment was not late more than twice;
  - c. The consumer has not tampered with or by-passed the meter;
  - d. The consumer has not presented a check subsequently dishonored; and
  - e. The consumer does not owe an unpaid balance for service previously supplied to the consumer.
2. The Company shall automatically refund the deposit, with accrued interest, when it determines that the consumer has met the above eligibility criteria.
3. All refunds will be paid by credit against the consumer's account. Upon the consumer's request, refunds may be made by means of a negotiable instrument.

**Discontinued Service****Page 27 of 36**

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**Oklahoma Natural Gas Company**

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time the consumer discontinues service. The balance, if any, shall be returned to the consumer within thirty (30) days by mailing a negotiable instrument to the consumer's last known mailing address.

Waiver to OAC 165-45-11-1(j) through (p); Cause No. PUD 201000048; Order No. 578795

**F. INTEREST ON DEPOSITS**

**Interest Rate**

The Company pays interest on all cash Customer Deposits at the rates established and furnished by the Oklahoma Corporation Commission:

**1. Interest Period**

- a. If refund of deposit is made within thirty (30) days from the deposit paid date, no interest shall be paid. Deposit paid date means the date deposit was fully paid.
- b. If deposit is refunded more than thirty (30) days after the deposit paid date, interest accrual shall be retroactive to the deposit paid date.
- c. No interest shall accrue on a deposit after final discontinuance of service and/or the date deposit is returned or credited to the consumer's account.

**2. Payment of Accrued Interest**

- a. Accrued interest will be paid no less than annually on all paid deposits that are held for thirty (30) days past the deposit paid date.
- b. Payment will be made by credit against the consumer's account.

Waiver to OAC 165-45-11-1(g) and (h); Cause No. PUD 201000048; Order No. 578795

**G. RECEIPT FOR DEPOSIT**

- 1. Consumers making a cash deposit shall receive a nonassignable receipt in writing at the time of making the deposit or within ten (10) days thereafter. When a consumer pays a deposit as a portion of a gas bill, payment of the bill shall serve as a receipt for payment of the deposit.
- 2. The Company shall provide reasonable means whereby a depositor who applies for the return of deposit or any entitled balance, but who is unable to produce the original receipt, may not be deprived of this deposit or balance.

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



**Oklahoma Natural Gas Company**

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051**

Waiver to OAC 165-45-11-1(j); Cause No. PUD 201000048; Order No. 578795

**H. DEPOSITS NOT  
PAID BY THE  
DUE DATE**

A deposit not paid by the due date shall become a part of the past-due amount owed, and payments received thereafter shall be applied to the oldest past due amount.

Waiver to OAC 165-45-11-1(j); Cause No. PUD 201000048; Order No. 578795

**I. REFUND  
WITHHELD**

The Company may withhold refund of a deposit pending resolution of a dispute with respect to charges secured by such deposit.

Waiver to OAC 165-45-11-1(p); Cause No. PUD 201000048; Order No. 578795

**J. DEPOSIT  
RECORDS**

1. The Company shall keep accurate records of consumer deposits showing:
  - a. The name, account number, and address of each depositor,
  - b. The amount of the deposit and date paid in full, and
  - c. Each transaction concerning the deposit.
2. Such records are retained for two (2) years after the deposit and/or interest is refunded or applied.
3. Upon the sale or transfer of the Company, the Company shall file with the application of transfer a verified list of all consumers for whom a deposit is being held, the date such deposit was made, the amount thereof, and the unpaid interest thereon. The information provided shall be treated as confidential and shall not be available for public inspection unless ordered by the Oklahoma Corporation Commission after notice and hearing.

Waiver to OAC 165-45-11-1(q), (r), and (s); Cause No. PUD 201000048; Order No. 578795

**K. SECURITY FOR  
BILL PAYMENT****Page 29 of 36****Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Oklahoma Natural Gas Company**

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051**

Deposits held by the Company shall not constitute an advance payment to cover monthly account balances, but shall be considered as security for the payment of monthly bills or other proper charges.

Waiver to OAC 165-45-11-1(t); Cause No. PUD 201000048; Order No. 578795

**RIGHT TO REFUSE SERVICE**

The Company may refuse to provide service to an applicant or consumer for the reasons listed below.

Upon request from the applicant or consumer, the Company will provide documentation indicating the reason(s) that service is being withheld.

Waiver to OAC 165:45-11-2(d); Cause No. PUD 201000048; Order No. 578795

**A. ACCEPTABLE  
PROOF OF  
IDENTITY**

Acceptable proof of identity may include the following:

1. Driver's license or state identification card.
2. Military identification.
3. Social Security card.
4. Passport.
5. Birth certificate.
6. Permanent Resident Alien (Green Card)
7. Any other verifiable proof which would establish identity under state and federal regulations.

Waiver to OAC 165:45-11-2(i); Cause No. PUD 201000048; Order No. 578795

**COMMISSION NOTIFICATION PROCEDURES FOR  
SENIOR CITIZENS/CONSUMERS WITH DISABILITIES****Page 30 of 36****Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

**NOTIFICATION PROCEDURE**

In addition to other notice requirements, the Company notifies the Commission's Consumer Services Division in a mutually agreeable method of communication at least ten (10) days prior to disconnection for nonpayment of undisputed utility bills.

Waiver to OAC 165:45-11-13(a) (1) and (b); Cause No. PUD 201000048; Order No. 578795

**LIFE-THREATENING SITUATION**

**NOTIFICATION PROCEDURE**

When a consumer to whom service is provided is unable to pay the account in full and notifies the Company that disconnection of service will give rise to a life-threatening condition for the consumer or other permanent resident of the household, the Company suspends disconnection of service or reconnects the service if disconnected within the last fifteen (15) calendar days.

Waiver to OAC 165:45-11-14(f) (2) and (3); Cause No. PUD 201000048; Order No. 578795

**RECONNECTION OF SERVICE**

**A. RECONNECTION TIME FRAME**

The Company reconnects service upon the consumer's request as soon as the reason for disconnection of service has been eliminated to include any amount that became due after disconnection and prior to the request for reconnection. The consumer or representative of the consumer must be present in order for service to be restored.

1. When disconnection of service was the fault of the consumer, the Company reconnects service in the normal course of its reconnection workload, as soon as possible, but no later than two business days, not to exceed three calendar days after the consumer eliminates the reason for disconnection and requests reconnection.

The first day following the day of the request for reconnection after the consumer eliminates the reason for disconnection will be considered the first calendar day. During the time period of November 15 through April 15, the utility shall reconnect service in the normal course of reconnection workload, as soon as possible, but no later than forty-eight hours.

2. If the reason for disconnection is unauthorized use of gas accomplished through bypassing the Company's measuring equipment or tampering with the pipes, meters, or other Company equipment, the Company may, prior to reconnecting service, require a reasonable payment for estimated service rendered or may refuse to

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**Oklahoma Natural Gas Company**

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

reconnect service until ordered by the Commission. When disconnection of service was the fault of the consumer, the Company may require payment of any amount that became due after disconnection but prior to the request for reconnection and a reconnection charge if such a charge is provided in the Company's tariffs.

Waiver to OAC 165:45-11-19(a) through (c); Cause No. PUD 201000048; Order No. 578795

**B. DISCONNECTION  
PRECEDING  
SEVERE WEATHER**

When a disconnection for non-payment of service occurs immediately preceding periods of severe weather, the Company reconnects service as soon as possible but no later than twenty-four (24) hours, while the consumer or representative of the consumer is present, subject to an intervening Act of God, upon receipt of one of the following:

1. Payment of the past due bill for which service was disconnected and any amount that became due after disconnection and prior to the request for reconnection.
2. A life-threatening claim from the consumer.
3. Guarantee by a federal, state, or local social service agency that payment will be made to the Company.

Waiver to OAC 165:45-11-19(c); Cause No. PUD 201000048; Order No. 578795

**AVERAGE PAYMENT PLAN**

**A. TERMS AND  
CONDITIONS**

1. The Average Payment Plan ("Plan") is available to residential and qualifying non-residential customers that have a minimum of six (6) months consumption history available at the premise. Residential and Non-residential customers may request participation in the Plan at any time during the year. Request for participation can be made by telephone, in writing, or in person at a Company business office.
2. A customer's account should be current at the time the customer elects to participate in the Plan and at all times during Plan enrollment, which means the account does not have a previous balance and the current billing is not past due.
3. Service is not available under this Plan for a term of less than twelve (12) months.

**B. AVERAGE**

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

**PAYMENT  
 AMOUNT**

1. Each month under the Plan, a customer's Average Payment Amount will be computed by averaging the amount actually billed to the customer's account during the last 12 months (current + 11), plus or minus one-twelfth (1/12) of the Average Payment Plan Settlement amount and then rounded to the nearest dollar. In the event 12 months history is not available, Company may estimate the missing months in order to determine the appropriate average payment amount.
2. The Average Payment Amount is identified as a separate item on the gas bill so the participating consumer will know the amount to pay.
3. Gas costs and/or rate changes shall be factored into the monthly average payment calculations on a rolling basis.

**C. ACTUAL  
 BILLING**

1. Participation in the Plan has no effect on the Company's approved rate schedules or other billing charges used to calculate the consumer's actual monthly billing.
2. The actual monthly billing is to be shown on the gas bill as a memo item for the consumer's information. Actual billing is based on the applicable rate and the meter readings obtained to determine the consumer's gas usage for the service period.
3. The difference between actual billings and the average amounts paid will be shown on the consumer's bill as Current APP Balance.

**D. SETTLEMENT**

Settlement occurs only when participation in the Plan is terminated:

1. The account is final billed.
2. The consumer requests removal from the Plan.
3. The consumer may be removed from the Plan by the Company as a result of one past-due payment on the account.

Settlement is defined as applying the APP balance (debit or credit) to the consumer's next billing.

Waiver to OAC 165:45-11-43(a); Cause No. PUD 201000048; Order No. 578795

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

**E. NOTICE**

At least once a year, written notice will be provided to consumers regarding the availability of the Average Payment Plan.

Waiver to OAC 165:45-11-43(b); Cause No. PUD 201000048; Order No. 578795

**ADJUSTMENT OF BILLS FOR METER ERROR**

**A. INCORRECT REGISTER,  
REGULATOR, OR  
MULTIPLIER**

If a meter is found to have an incorrect register, regulator, or multiplier, the Company corrects the error.

1. Where the error is adverse to the company, the utility may charge the consumer the undercharge for the amount of gas incorrectly metered for the period of time the meter was used in billing the consumer. If necessary, the Company allows the consumer to pay any unbilled amount over the same number of months equivalent to the number of months which were corrected.

Waiver to OAC 165:45-5-2(d); Cause No. PUD 201000048; Order No. 578795

**B. ESTIMATED, MISREAD,  
OR NONTRANSMISSION**

If a meter is estimated, misread, or a remote meter reading device fails to transmit its data, the Company corrects the error and the consumer is responsible for any previously unbilled amount. The Company may allow the consumer to pay any previously unbilled amount over the same number of months as those billed in error.

Waiver to OAC 165:45-5-2(d); Cause No. PUD 201000048; Order No. 578795

**MISCELLANEOUS BILLING/RATE SELECTION/ELECTRONIC NOTIFICATION**

**A. DAMAGE TO  
COMPANY  
PROPERTY**

In case of loss or damage to Company property as a result of the intentional or negligent acts or omissions of the consumer or consumer's agents, tenants, employees, or invitees, the consumer shall pay the Company the cost of repairing or replacing such property.

**Page 34 of 36**

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

**B. SERVICE UNDER  
MULTIPLE RATES**

Service under more than one of the Company's Rate Schedules is available to any consumer at a single measurement point, provided such consumer meets all the requirements for availability hereunder. Service under each rate schedule will generally be metered separately. However, with the Company's consent, service under more than one rate schedule may be taken through one meter, provided the Company and the consumer agree upon a definite volume of natural gas that the consumer will purchase each month under the higher rate schedule, with the balance of the consumer's monthly natural gas requirements to be purchased in accordance with the lower rate schedule.

**C. ALTERNATIVE  
PAYMENT  
OPTIONS**

Company may contract or make other arrangements with businesses to provide various payment options to Customers for paying their bill for gas service. These alternative payment options may be performed electronically, telephonically, and/or in person and may include payment by automatic bank draft, credit card, check and cash. However, the collecting company may charge an additional fee for the use of such alternative payment options, which may vary depending upon the option selected. The fee may be higher if payment is made by credit card and a minimum transaction fee may apply.

**D. ELECTRONIC  
NOTIFICATION**

When a customer requests electronic billing, all future customer notifications (required or otherwise) may be sent electronically in addition to any other delivery method required by law.

**LIMITATIONS ON USE OF GAS SERVICE**

**A. EXCLUSIVE USE  
OF COMPANY'S  
SERVICE**

The Rate Schedules are based on exclusive use of the Company's service, and except for standby service, no other gas service from any other source shall be used on the premises by any consumer in conjunction with, or supplementary to, the Company's service unless agreed to in writing by the Company.

Cause No. RM 000053; Order No. 355326

**B. PURPOSE OF GAS  
SERVICE**

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

Gas service shall not be used by a consumer for any purpose not specified in the application for service, the applicable rate schedule, or the service contract.

**C. RESALE**

Gas and/or service furnished by the Company shall not be resold or caused to be resold by any consumer except pursuant to a tariff or special contract on file with and approved by the Commission which authorizes resale.

Cause No. RM 000053; Order No. 355326

**D. RESALE  
REPORTING**

If it comes to the Company's attention that any consumer is reselling gas, the company will notify the Commission's Pipeline Safety Department of the name and address of any consumer reselling gas and/or service. This Tariff does not apply to the sales of natural gas to or by a distributor for use as a vehicular fuel.

Waiver to OAC 165:45-15-1(b); Cause No. PUD 201000048; Order No. 578795

**Rates Authorized By The Oklahoma Corporation Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201200029
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110



**Oklahoma Natural Gas Company**

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

**RATE SCHEDULE 1051  
MISCELLANEOUS TERMS AND CONDITIONS**

**TABLE OF CONTENTS**

**General Provisions**

Definitions ..... 3  
 Other ..... 4

**Plant Equipment and Facilities**

Extent of System in Which Company Maintains Service ..... 5  
 Service Lines ..... 7  
 Service Equipment and Location ..... 10  
 Service to Apartment Complexes ..... 12  
 Service to Tenants in Shopping Centers, Office Buildings  
 Warehouses and Other Commercial Buildings ..... 13  
 Gas Service Through Private Lines ..... 14

**Meters and Regulators**

Meter Accuracy Requirements ..... 17  
 Meters Read by Consumers ..... 18  
 Place and Methods for Testing ..... 19  
 Periodic Testing of Meters and Test Equipment ..... 20

**Gas Pressure, Measurement, and Odorization**

Gas Measurement Requirements ..... 21

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Oklahoma Natural Gas Company**

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

Measurement of Gas Under Elevated Pressure ..... 22

Heating Value Equipment and Heating Value Requirements ..... 22

Gas Pressure and Related Requirements ..... 22

Customer Service

Deposits and Interest ..... 23

Right to Refuse Service ..... 29

Commission Notification Procedures for Senior Citizens/Consumers with Disabilities ..... 30

Life-Threatening Situation ..... 30

Reconnection of Service ..... 30

Average Payment Plan ..... 31

Adjustment of Bills for Meter Error ..... 33

Miscellaneous Billing/Rate Selection/Electronic Notification ..... 34

Limitations on Use of Gas Service ..... 34

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**DEFINITIONS**

The following words and terms, when used in these Rules, have the following meaning, unless the context clearly indicates otherwise:

**Ancillary Line**

The term "ancillary line" is used to designate exterior piping installed and owned by the Property Owner and connected to the yard line or house piping to supply fuel to any exterior appliance, apparatus, or additional buildings.

**Btu**

1 Btu = 1055.05585262 joules.

**Customer-Owned  
Distribution Network**

The term "customer-owned distribution network" is used to designate the Property Owner's lines located downstream from a Company-owned master meter. Such networks include, but are not limited to, institutional, educational and health care campuses, mobile home parks, military complexes, industrial facilities, commercial complexes, irrigation systems and oil and natural gas leases.

**Dekatherm**

"Dekatherm" or "Dth" shall mean 1,000,000 Btus (1 MMBtu). This will be on a dry basis.

**Gross Heating Value**

The amount of energy transferred as Btus per standard cubic foot from the complete, ideal combustion of the gas with oxygen (from air) to 14.73 psig and 60° Fahrenheit in which all water formed by the reaction condenses to liquid. The gas prior to combustion is to be considered dry with no water vapor present before the reaction. An exception to this is allowed if tariffs prior to this ruling allow a saturated gross heating value. Reports to the Commission will be converted to 14.73 psia and dry dekatherms.

**Master Meter**

The term "master meter" is used to designate a Company-owned meter providing service to a customer-owned distribution network.

**Meter Assembly**

The term "meter assembly" includes the meter, meter loops, valves, regulators, short sections of pipe, or any other fittings installed by the Company above ground at or near the meter location which are necessary to connect to the Property Owner's piping. For meters installed at the building, the meter assembly includes piping to the first reasonably available threaded connection point outside the building wall. For meters installed at other than at the building providing service

**Rates Authorized By The Oklahoma Corporation Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

to a yard line owned by the Property Owner, the meter assembly includes piping to the inlet of the Owner's meter riser.

**Point of Delivery**

The point in the gas delivery system where the gas enters the purchaser-owned pipe, regardless of where the gas is measured.

**Property Owner or Owner**

"Property Owner" or "Owner" shall mean the owner of the property being served.

**Standard Cubic Foot of Gas**

A cubic foot of gas means that amount of gas occupying 1 cubic foot of space when subjected to a temperature of sixty degrees Fahrenheit (60° F) and an absolute pressure of 14.73 psia.

**Yard Line**

The term "yard line" is used in conjunction with outside meter settings, excluding master meters, to designate the underground piping installed from the outlet of the Company's meter assembly to the building wall.

Waiver to OAC 165:45-1-2; Cause No. PUD 201000048; Order No. 578795

**OTHER**

**Pressure Base**

Gas deliveries to the Company's utility customers will not be made at a pressure less than 14.73 pounds per square inch absolute. If deliveries are made at pressures greater than 14.73 pounds per square inch absolute, the volume of gas delivered by Company shall be calculated on a pressure base of 14.73 pounds per square inch absolute and a standard temperature base of sixty (60) degrees Fahrenheit. The atmospheric pressure is assumed to be 14.40 pounds per square inch absolute. The temperature of the gas shall be assumed to be sixty (60) degrees Fahrenheit for calculation purposes, unless a recording thermometer of standard make is installed. If such a recording thermometer is installed, the recorded flowing temperature shall be used for calculating purposes. In those instances in which the specific gravity of the gas is used to make volumetric calculations, the specific gravity of the gas shall be determined by a method that is acceptable and common in the gas industry. Calculation of volume shall be made in accordance with the Ideal Gas Law, corrected for deviation from Boyle's Law, all in accordance with methods and tables generally recognized by, and commonly used in, the natural gas industry.

**Adjustment for Heat Content**

The volume of gas delivered hereunder shall, for billing purposes, be adjusted as herein provided on the basis of the total heating value, expressed in Dekatherms "Dth" at standard conditions; i.e., at a temperature of sixty (60) degrees Fahrenheit and under a pressure of 14.73 pounds per square inch absolute. The heat content volume actually billed to customers by the Company each month

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401  
 Oklahoma City, OK 73101-0401**

**Tariff 1051**

will be tabulated. The heating value will be added to the total purchased measured volume for billing purposes.

**Availability for Resale –  
 Compressed Natural Gas**

The prohibition of availability for resale to others under any of the rate schedules of the Company specifically does not apply where the resale is for the limited purpose of providing compressed natural gas service for sale for use in appropriately equipped natural gas powered vehicles.

**Applicability**

The Special Terms and Conditions are supplementary to the rules, regulations, and minimum standards governing and regulating the operations of gas service public utilities as established by the Oklahoma Corporation Commission and supersede any conflicting provisions contained in any rules or regulations previously established by the Company. In any case of conflict, such rules or regulations so established by the Oklahoma Corporation Commission will govern, unless specific waivers of such rules have been authorized.

**Reservations**

The Company hereby reserves the unilateral right from time to time to propose to the Commission changes in the tariffs, the applicability thereof, the rates, charges and other terms and conditions of service and any other provisions of the Company's rules or the Commission's regulations.

**Limitation of Liability**

The Company shall not be liable for, and the customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for, damage or injury to persons or property, in any manner directly or indirectly connected with or growing out of the furnishing of natural gas on the customer side of the point of delivery, or with the interruption or termination of natural gas service, except to the extent that the damages are occasioned by the gross negligence or willful misconduct of the Company.

**EXTENT OF SYSTEM IN WHICH COMPANY MAINTAINS SERVICE**

**A. HOUSE PIPING**

House piping shall conform to requirements of the applicable city or town ordinances. In towns, villages, and suburban territory where there are no applicable regulations as to gas service, house piping and venting shall comply with the International Fuel Gas Code, dated 2006, and future amendments or supplements thereto.

Waiver to OAC 165:45-3-2 (b); Cause No. PUD 201000048; Order No. 578795

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051**

**B. PROPERTY OWNER'S  
 LINES AND EQUIPMENT**

1. No gas service shall be furnished to a new residential installation made after the effective date of these Rules unless the Property Owner's piping system conforms to all requirements of the applicable state, city, or town ordinances. Installations being served on the effective date of these Rules not conforming to the above requirements shall continue to be served, unless it is determined that such installations are unsafe.
2. If the Property Owner chooses to retain ownership of the service/yard line on the Owner's premises and declines to have the Company replace the line, the Property Owner may have the meter installed at a mutually agreed upon location and shall install all downstream facilities, taking total responsibility for all installation, maintenance, repair, and replacement and liability arising there from.

Waiver to OAC 165:45-3-2(b) and (d); Cause No. PUD 201000048; Order No. 578795

**C. MONITORING AND  
 LOCATING OF SERVICE  
 LINES AND YARD LINES**

1. Effective January 1, 2001, the Company or Company-authorized personnel will begin to perform periodic surveys of service lines and yard lines for leaks. Such leak surveys shall be performed in accordance with the leak survey cycle applicable to the distribution mains and/or service lines to which the yard lines are connected, in accordance with applicable laws and regulations. The Company may perform leak surveys more frequently if it is deemed to be necessary. The Company shall not assume any ownership responsibility or liability for lines owned by the Property Owner based only upon leak survey or maintenance activities being performed.
2. Effective January 1, 2001, the Company will begin to provide line locating services for service lines and yard lines owned by the Property Owner as generally required by the "Oklahoma Underground Facilities Damage Prevention Act." If, after reasonable attempts, such facilities cannot be located, the persons who requested such services will be promptly notified and will thereafter be responsible for such location.
3. The Company shall have no obligation to perform leak surveys or to provide line locating services on ancillary lines or a customer-owned distribution network for which the Company has no responsibility under Commission or Department of

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

Transportation rules and regulations.

Waiver to OAC 165:45-3-3; Cause No. PUD 9900000166; Order No. 441549

**SERVICE LINES**

**A. GENERAL POLICY**

1. The Company will assume full responsibility for service lines only when such lines are installed as new by the Company or are replaced by the Company. Until that time, the Property Owner will continue to own such lines from the property line or utility facilities to the building, regardless of where the meter is located, except for those lines previously installed by the Company pursuant to Commission Order No. 334855 issued January 27, 1989, in Cause No. PUD 000628. A meter assembly will be located at the structure or at another mutually agreed upon site.
2. If the Property Owner chooses not to have the Company install the service line facilities, the Owner may have the meter installed at a mutually agreed upon location and install all downstream facilities, taking total responsibility for all installation, maintenance, repair, replacement and liability arising there from.

Waiver to OAC 165:45-3-3; Cause No. PUD 9900000166; Order No. 441549

**B. COMPANY-OWNED SERVICE LINES**

1. **New Installations**  
 With respect to installation of initial service lines, the Company shall furnish, at its own expense, pursuant to the Financial Limitations on Installation or Replacement of Service Lines of this section, that portion of the line which lies in the public street, right of way or utility easement and which extends from the gas main to the Property Owner's property line. The Company shall also furnish and install a service line of suitable capacity, including meter assembly, to the agreed upon meter location, as set forth below. The service line shall be owned, operated and maintained by the Company.
2. **Replacement of Service Lines/Yard Lines Owned by the Property Owner**  
 The Company may replace service/yard lines owned by the Property Owner when such replacement becomes necessary due to deterioration of the lines, damage to the lines, except for damage that is the result of gross negligence or willful misconduct by the Property Owner or Owner's agent, or reconstruction of Company distribution mains. Lines replaced by the Company or Company-authorized personnel shall thereafter be owned, operated and maintained by the Company. Replacement of the

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

Property Owner's service/yard lines, if done in connection with reconstruction of Company's distribution mains, relocation of the service tap and service line will occur in accordance with the Company's schedule and the requirements of regulatory authorities having jurisdiction herein. Costs associated with relocating the meter to the building wall and installing the piping in connection with reconstruction of mains, deterioration, or damage of the line will be subject to Tariff 1081, but subject to the limitations set forth below. In situations where a Property Owner requests the replacement of a yard line due to damage resulting from the gross negligence or willful misconduct of the Property Owner or Owner's agent, the Company may replace the facilities, but the Property Owner will be responsible for all costs. Replacement of service/yard lines shall not include replacement of any ancillary lines.

If the Property Owner refuses to give Company personnel or Company-authorized personnel appropriate access to the Owner's property for purposes of installation, the Owner will retain responsibility for his/her facilities and shall bear the expense of any replacements and repairs. If the Property Owner or consumer refuses to give Company personnel or Company-authorized personnel appropriate access to the Owner's property for purposes of maintenance, repair, rebuilding, leak surveys, equipment removal, line locating, meter reading and other functions, the Company shall have the right to terminate service to such Property Owner or consumer after notification to the Owner or consumer of such possible action.

**3. Financial Limitations on Installation or Replacement of Service Lines**

The Property Owner receiving service shall be billed for Company's excess costs including labor, overheads and material used in installing the service line above the level of investment justified as a result of the analysis described in Tariff 1081. Where such piping is to be installed in frozen ground, in rock, under paved areas, or where installation is hampered by other obstructions, or where extra costs are incurred for relocation of kick-out (Owner's piping where it exits the structure) or for unusual piping to connect the meter at the new location to the current kick-out location, and the Company or Company-authorized personnel performs such work, the Property Owner shall also be billed for Company's excess costs including labor, overheads and material used in such unusual construction conditions. A copy of the Company's estimate showing the excess costs of labor, overheads and material required to perform the work hereunder shall be furnished to the Property Owner upon request prior to construction.

In situations where the excess costs in excess of the waiver as outlined in Tariff 1081 are estimated to be \$300 or less, the Company will waive such excess costs. In situations where the excess costs exceed \$300, the Company may, after giving due consideration to the total excess costs and Customer's ability to make the required

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



payment, enter into a special payment agreement with Customer to permit the Customer to make an initial payment of \$100 and to pay the remaining balance, if any, in monthly installments over a period not to exceed 12 months. Monthly payments during this period shall be the minimum of 1/12 of the remaining balance owed or \$50, whichever is greater. The Customer shall be required to sign a Service Line and Cost Agreement in those situations in which the Customer is required to pay excess costs.

The Property Owner's failure to pay the excess costs in accordance with the pay agreement shall be sufficient cause to discontinue service to the Owner upon due notice and in accordance with the appropriate Company rules. If the Owner is not the customer at the premises served but is a customer of the Company, the Company may discontinue service at Owner's account address.

**4. Relocation of Company's Facilities at the Property Owner's Request or Caused by the Owner's Actions**

The Property Owner shall consult the Company before causing or permitting any construction over any Company-owned facility. The Owner shall not enclose any exposed portion of Company-owned facilities. The Company shall require the Property Owner to reimburse the Company for any costs due to a change in the location of meters or other facilities made at the request of the Owner or caused by the Owner's actions. The Company's facilities will be removed or relocated only by Company-authorized personnel.

**5. Company Responsibility**

In accordance with its normal work procedures, the Company shall exercise reasonable care when installing, maintaining or replacing Company facilities located on the Property Owner's premise. However, beyond such normal procedures, Company assumes no responsibility for trespass, injury to person, or damage to lawns, trees, shrubs, building or other property that may be caused by reason or related to installation, monitoring or replacement of Company's facilities to serve the Property Owner, unless it shall be shown affirmatively that the injury to persons or damage to property complained of, has been caused by willful default or negligence on the part of the Company.

The Company may refuse or discontinue service if an inspection or test reveals leakage, escape or loss of gas or other unsafe conditions on the Property Owner's premises. Company will not be liable for any loss, damage or injury whatsoever caused by such leakage, escape or loss of gas from the Owner's service line, yard line, ancillary lines, house piping, appliances or other equipment. Nor will the Company be liable for any loss, damage or injury whatsoever caused by the necessary discontinuance of service caused by such leakage, escape or loss of gas

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

PO Box 401

Oklahoma City, OK 73101-0401

Tariff 1051

from the Owner's service line, yard line, ancillary lines, house piping, appliances or other equipment.

The Company further assumes no responsibility for any loss, damage or injury whatsoever caused by leakage, escape or loss of gas after same has passed through the Company's point of delivery and will not be responsible for the inspection or repair of defects in the Property Owner's piping, fixtures, or appliances in or on Customer's premises, and will not be responsible for any injury, loss or damage resulting from such defects or improper installation.

Waiver to OAC 165:45-3-3; Cause No. PUD 9900000166; Order No. 441549

**C. SERVICE LINES AND YARD LINES OWNED BY THE PROPERTY OWNER**

If the Property Owner chooses to retain ownership of the service/yard line on the Owner's premises and declines to have the Company install or replace and own the service line, the Property Owner may have the meter installed at a mutually agreed upon location and shall install all downstream facilities, taking total responsibility for all installation, maintenance, repair, and replacement and liability arising there from.

Waiver to OAC 165:45-3-3; Cause No. PUD 9900000166; Order No. 441549

**SERVICE EQUIPMENT AND LOCATION**

**A. MEASUREMENT EQUIPMENT**

The Company will furnish all necessary shut off valves, regulators, relief valves, meters, and meter settings to serve consumers. All facilities furnished and installed by Company on the Property Owner's premises for the supplying of service to the consumer on such premises shall be and remain the exclusive property of the Company. The Owner or consumer shall take care not to damage any Company-owned facilities located on the premises and shall not enclose any exposed portion of Company-owned facilities. All Company-owned facilities on the premises of the Property Owner shall be operated by and maintained at the expense of the Company. Such facilities may be replaced by the Company at any time and may be removed by the Company upon termination of the Owner's service agreement or upon discontinuance of service as provided in the Company's utility service tariffs.

Waiver to OAC 165:45-5-1(a); Cause No. PUD 990000166; Order No. 441549

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

PO Box 401  
 Oklahoma City, OK 73101-0401

**Tariff 1051**

**B. METER LOCATION**

**1. New Installations**

For every new residential or small commercial service line and yard line installed after September 30, 2000, the Company will install the meter whenever feasible at the building wall at a location which is mutually agreeable to the Property Owner and the Company, after giving consideration to safety, aesthetics, and the related economics of the proposed meter location.

All new meter set locations for large commercial and industrial consumers will be determined by mutual agreement between the Property Owner and the Company. Any such location must provide for all practicable safety from public road and in-plant traffic.

Waiver to OAC 165:45-5-1 (d); Cause No. PUD 201000048; Order No. 578795

**2. Replacements**

For every residential or small commercial service line and yard line replaced by Company, the Company will install the meter whenever feasible at the building wall, at a location which is mutually agreeable to the Property Owner and the Company, after giving consideration to safety, aesthetics, and the related economics of the proposed meter location.

**3. Mobile Home Parks**

Meters in mobile home parks will be located at the individual lot line rather than at the mobile home site. The park owner shall be responsible for installing and maintaining all piping downstream of the meter to the mobile home site.

**4. High Pressure Line Tap Services**

Meters and related equipment for consumers served from high pressure line taps shall be located at the site of the pipeline tap. The Property Owner shall be responsible for installing and maintaining a yard line from the meter to the structure.

**5. Duty to Notify**

The Property Owner shall have the duty to notify the Company in writing of any changes in traffic patterns or other conditions which subsequently render any agreed-upon meter location unsafe. The Company shall not be liable to the Property Owner for any damages caused by impact to a meter when the Company has not been notified pursuant to this section.

**6. Meter Location**

When the meter is located at a point other than the building wall, the yard line shall be installed and maintained at the Property Owner's expense.

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<b>PUD 201500213</b>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

The Company will endeavor to reach agreement with the Property Owner regarding the location, dimensions, and type of equipment to be installed. However, where the Company and Owner cannot agree, either party may submit the issue to the Commission's Consumer Services Division for mediation, as an alternative to filing an application under OAC 165:45-3-3.

The Property Owner shall consult the Company before causing or permitting any construction over any Company-owned facility. The Owner shall not enclose any exposed portion of Company-owned facilities. The Company shall require the Property Owner to reimburse the Company for any costs due to a change in the location of meters or other facilities made at the request of the Owner or caused by the Owner's actions. The Company's facilities will be removed or relocated only by Company-authorized personnel.

Waiver to OAC 165:45-3-3; Cause No. PUD 9900000166; Order No. 441549

**C. UNDERGROUND METERS**

No new residential underground meter setting shall be installed.

**D. METER RELOCATION**

After installation, the location of the meter on the Property Owner's premises shall not be changed except by the Company with its consent and at the sole expense of the Owner, unless such change is for the convenience of the Company or as may be provided in this Tariff, in which event the Company shall bear the expense.

**SERVICE TO APARTMENT COMPLEXES**

**A. METER LOCATION**

When service is furnished to individual living units in an apartment complex by the Company, the meter shall be installed as close to each such living unit as is feasible under the circumstances within the locations provided for such facilities.

**B. MAINTENANCE  
 BEYOND POINT  
 OF DELIVERY**

When service is furnished to an individual living unit in an apartment complex by the Company, all yard lines, house piping, and equipment installed beyond the point of delivery at the Company's meter shall be maintained in a safe, efficient, and proper condition by and at the expense of the owner or consumer, as appropriate.

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Oklahoma Natural Gas Company**  
**PO Box 401**  
**Oklahoma City, OK 73101-0401**

**Tariff 1051**

**C. TERMS OF SERVICE**

Individual units in apartment complexes served by an individual meter shall be served under the same terms as a single residence, unless otherwise specifically herein provided.

**D. REQUIREMENTS FOR SERVICES TO INDIVIDUAL LIVING UNITS**

Company shall not be required to furnish service to individual living units within an apartment complex until after the Company has been furnished suitable locations for Company facilities within the apartment complex, acceptable to and at no cost to the Company. When requested, Company shall be furnished easements for such locations in recordable form and acceptable to the Company.

**E. REQUIREMENT TO CONVERT APARTMENT COMPLEXES TO INDIVIDUAL LIVING UNITS**

Apartment complexes being furnished gas service as of the effective date of these rules may be converted for service to individual living units under the following circumstances:

1. The piping system within the apartment complex is acceptable to the Company and the owner of the apartment complex transfers ownership of such system to the Company free and clear of any liens and encumbrances and such owner furnishes suitable locations pursuant to subsection (D) above; or
2. The piping system within the apartment complex is not acceptable to the Company, but the owner of the apartment complex enters into a Private Line Use Agreement with the Company (as provided in the Distribution Main Extension Policy of the Company's Commission-approved tariff) and furnishes suitable locations pursuant to subsection (D) above for the meter setting to serve the individual living units within the apartment complex; or
3. Company and the owner of an apartment complex agree on an alternate means of conversion of the apartment complex for service to the individual living units therein. Whenever the owner of an apartment and the Company are unable to agree to the terms and conditions under which service is to be furnished to the individual living units within such apartment complex, either party may file an application with the Commission for a proper order, after notice and hearing.

**F. PRIVATE LINE**

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401  
Oklahoma City, OK 73101-0401**

**Tariff 1051**

**SERVICE**

Whenever service is furnished to a consumer in an apartment complex through means of the use of a private line, the Company's obligation to furnish service to such consumer is subject to the continued availability to Company of the use of such private line and Company shall not be responsible for any termination of service to a consumer because the private line used to serve such consumer is for any reason unavailable to the Company for use in providing such service.

**SERVICE TO TENANTS IN SHOPPING CENTERS, OFFICE BUILDINGS,  
WAREHOUSES AND OTHER COMMERCIAL BUILDINGS**

**A. METER LOCATION**

Gas service may be furnished directly to a tenant in a shopping center, office building, warehouse, or other commercial building pursuant to this Tariff. When service is furnished to an individual tenant hereunder, the meter shall be installed on or as close to the premises of the tenant as is feasible under the circumstances; provided no meter or other Company facilities shall be installed within any building housing the premises of the tenant.

**B. MAINTENANCE  
BEYOND POINT  
OF DELIVERY**

All yard lines, piping, and equipment installed beyond the point of delivery at the Company's meter will be installed and maintained in a safe, efficient, and proper condition by and at the expense of the owner of the complex or the tenant as appropriate.

**C. TERMS OF  
SERVICE**

Tenants receiving individually metered service under this Tariff shall be subject to and shall be provided service under the general terms of the Company's tariffs, unless specifically provided otherwise herein.

**D. LOCATION FOR  
COMPANY  
FACILITIES**

The Company shall not be required to furnish service to individual tenants within a complex until the Company has been furnished suitable locations for Company facilities within the complex at no cost to the Company. When requested, Company shall be furnished easements in recordable form and acceptable to the Company.

**E. EXTENSIONS TO  
TENANTS**

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

Extensions to tenants pursuant to this Tariff shall be made pursuant to the Tariff 1081.

**GAS SERVICE THROUGH PRIVATE LINES**

**A. PRIVATE LINE SERVICE**

Gas service may be furnished to one or more consumers through a private line pursuant to this Tariff. Prior to commencement of gas service to applicants served under this Tariff, the Company and the applicants to be served from the private line, shall be furnished with the written consent and agreement of the owner thereof for the use of such private line by the applicants. The document must allow for the use of the private line to transport gas for furnishing and measuring gas service to the applicants to be connected to the referenced private line, the agreement of the owner thereof to hold the Company harmless from any loss, claim, or damage by virtue of use of such private line and such other terms as the Company may reasonably require. In addition, the document may list the points of delivery where owner has agreed to allow the applicants to receive service from the private line. Provided, however, that after the effective date of this Tariff, residential consumers shall no longer be allowed to install a private line to connect to the Company's system, and no new residential consumers will be served off an existing private line. Commercial and industrial consumers may continue to install new private lines and shall be responsible as operators of the lines pursuant to rules of the Commission's Pipeline Safety Department of the Transportation Division.

**B. CURTAILMENT OR TERMINATION**

Whenever service being furnished to a consumer is dependent on the availability to consumer of the use of a private line, the Company's obligation to furnish gas service is subject to the continued availability to such consumer of the use of such private line and the Company shall not be responsible or liable for any curtailment or termination of gas service to a consumer because a private line used by the consumer is for any reason unavailable to the consumer for use in receiving such gas service.

**C. TERMS OF SERVICE**

Gas service to a consumer on a private line shall be provided under the same terms as gas service is provided to the class of consumers that includes such consumer, unless otherwise specifically herein provided.

**D. MEASUREMENT AND BILLING**

Gas service shall be deemed delivered to a consumer on a private line at the point of connection of the private line and the Company's system. The consumer's regular monthly billing for gas

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

consumption is the:

1. Amount of gas measured by the meter installed on the private line for such consumer, plus;
2. Consumer's proportionate share of the difference between the amount of gas measured by the primary meter and the aggregate total amount of gas measured to all consumers on the private line.

**E. SERVICES PERFORMED BY COMPANY**

1. Commencing on the effective date of this Tariff, and pursuant to the schedule approved by the Commission, the Company or Company-authorized personnel will begin to perform the services of mapping, line locating, and cathodic protection of private lines and to perform periodic surveys of private lines for leaks and such other maintenance as necessary; provided, however, that this Section E shall not apply to those private lines identified in Subsection E (4), below.
2. Repairs/Rebuilds - Should the Company determine that a private line requires repairs or rebuilding/replacement due to the presence of leaks, line deterioration, or for other reasons, Company or Company-authorized personnel shall provide to the consumer[s] served from such line a written estimate of the costs of the services to be performed. Such repairs or rebuilds/replacement shall be performed by the Company or Company-authorized personnel or, at the option of the consumer[s] served from the private line, such other qualified persons as may be selected by the consumer[s]; provided, however, that Company shall have the right to discontinue service as necessary pending the completion of any repairs or rebuilds/replacement performed by persons other than the Company or Company-authorized personnel.
  - a. Repairs – The consumer[s] served from the private line shall be responsible for the cost of any and all repairs on the private line. If repairs are performed by Company or Company-authorized personnel, Company shall bill the consumer[s] their proportionate share of such costs.
  - b. Rebuilds – The cost of any replacements or rebuilds of the private line performed by the Company or Company-authorized personnel shall be pursuant to Company Tariff No. 1081, "Distribution Extension Policy," as such tariff may be amended from time to time. Private lines replaced by the Company or Company-authorized personnel shall thereafter be owned and operated by the Company as distribution mains.
3. Access – The Company shall require reasonable access to the property upon which

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



PO Box 401

Oklahoma City, OK 73101-0401

Tariff 1051

the private line is located in order to perform the services of mapping, line locating, cathodic protection, leak survey, maintenance, repair, rebuilding, equipment removal, or other services related to the private line. If the Company or Company-authorized personnel is denied access to any of said property for purposes of performing such services, the Company shall have the right to terminate or curtail service from the private line after giving proper notification of such possible action to the consumer[s] affected.

4. Exclusions – This Section E shall apply only to private lines serving residential and predominately residential consumers, and shall not apply to private lines owned by commercial and industrial consumers, schools, colleges, and universities, apartment complexes, mobile home parks, and governmental agencies or installations, and such private lines shall continue to be operated and maintained by the owners thereof.

**F. SERVICE LINES**

The Company's policy pertaining to service lines shall apply to all existing and new consumers served by a service line connected to a private line (distribution main) installed and owned by Company.

**G. INACTIVE ACCOUNTS**

The Company shall have the right to remove the service tap and permanently discontinue service to any account (service location or address) that has been inactive for more than six months.

**H. NOTICE TO DISCONTINUE SERVICE**

In addition to the Company's other rights to discontinue service under the Company's tariffs, the Company may discontinue service to a consumer being served from a private line upon thirty (30) days written notice to such consumer. The Company may also discontinue service for non-payment of costs related to repairs or rebuilds of a private line.

**METER ACCURACY REQUIREMENTS**

**A. INSTALLATION TEST**

1. Every domestic meter, whether new or repaired, shall be in good order when installed. When installed, it shall not be more than plus or minus one percent (1%) in error on check proof, and the open proof shall be within plus or minus one percent (1%) of the check proof. Each repaired meter shall be marked to indicate the year of the last test made on that meter.

<u>Rates Authorized By The Oklahoma Corporation Commission:</u>		
Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

2. Every orifice meter, linear, or positive meter with more than 800 cfh capacity, whether new or repaired, shall be in good order when installed and shall not be more than plus or minus one percent (1%) in error when operating at any rate of flow within the limits of its capacity as specified in this Tariff.

Waiver to OAC 165:45-5-12(a); Cause No. PUD 201000048; Order No. 578795 and Cause No. 201100034; Order No. 586900

**B. AVERAGE ERROR**

The average error of a meter is determined as follows:

1. Domestic meters. For domestic meters, one-half (½) of the algebraic sum of the error at check proof and the error at open proof.
2. Special meters. For orifice, linear, and positive meters with more than 800 cfh capacity, the algebraic average of the errors determined at the various rates of flow at which the meter was tested as specified in this Tariff; however, if the rates of flow at which the meter has been registering in service can be definitely established, the weighted average error is determined.

Waiver to OAC 165:45-5-12(c); Cause No. PUD 201000048; Order No. 578795

**METERS READ BY CONSUMERS**

**A. SCOPE**

At consumer request, the Company will allow any consumer to provide the monthly meter reading that is used for billing.

**B. INFORMATION  
 FURNISHED  
 CONSUMER**

The Company mails the following information to consumers who regularly provide the monthly meter reading:

1. Instructions on how to read the gas meter.
2. A meter reading schedule for the calendar year.
3. The date the Company must receive the reading each month.
4. Instructions on how to report the reading.

**C. IDENTIFYING  
 CONSUMER**

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<b>PUD 201500213</b>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Oklahoma Natural Gas Company**

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

**READ METERS**

The Company codes the consumer's account to indicate that the consumer reads the meter. Except for audit purposes, Company meter readers do not attempt to read these meters unless the meter is easily seen and does not require access to the customer's property.

**D. READ FREQUENCY**

Meters read by consumers shall be read each month on approximately the same day of each meter reading period.

**E. ESTIMATED READING**

When the consumer fails to furnish the Company a monthly meter reading, the Company may issue the consumer an estimated bill based on the consumer's previous usage adjusted for weather or other comparative data. The Company will adjust the consumer's account as necessary when the next actual reading is obtained.

**F. VERIFICATION BY COMPANY**

The Company shall verify the consumer's readings not less than once a year.

Waiver to OAC 165:45-5-3(d), Cause No. PUD 201000048; Order No. 578795

**PLACE AND METHODS FOR TESTING**

**A. SMALL DIAPHRAGM METERS**

Under 801 cfh capacity

1. All tests on domestic meters in service, provided for in this Tariff, are made at an approved testing facility with a suitable meter prover as specified in this Tariff. The differential pressure carried on the prover shall not exceed two inches (2") of water column pressure.
2. Meters are tested at two or more rates of flow as needed to ascertain their accuracy. When two rates are used, the low flow rate is equivalent to 20% to 40% of the applicable badged capacity and the high flow rate shall be equivalent to 80% to 120% of the applicable badged capacity. Before being placed in service, meters are adjusted to an accuracy of 100% within the limits of plus or minus one percent at a low flow rate (20% to 40% of capacity) and a high flow rate (80% to 120% of

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

Oklahoma Natural Gas Company  
 PO Box 401  
 Oklahoma City, OK 73101-0401

**Tariff 1051**

capacity). The numerical difference between the test values for these two rates should not exceed one percentage point.

Waiver to OAC 165:45-5-11(a); Cause No. PUD 201000048; Order No. 578795

**B. LARGE  
 DIAPHRAGM  
 METERS**

801 cfh or more capacity

All tests on large positive meters in service provided for in this Tariff are made with approved testing apparatus as specified in this tariff. Such meters are tested on location on the consumer's premises, if feasible. Meters are tested with air at one or more rates of flow as needed to ascertain their accuracy. When two rates are used, the low flow rate is equivalent to 20% to 40% of the applicable meter capacity and the high flow rate is equivalent to 80% to 120% of the applicable meter capacity. These tests are conducted on the basis of either the 0.5 or 2 inch water column (125 or 500 Pa) capacity of the meter as appropriate for its use. Before being placed in service, meters are adjusted to an accuracy of 100% within limits of plus or minus one percent at low flow (20% to 40% of capacity) and a high flow rate (80% to 120% of capacity). The numerical difference between the test values for those two rates should not exceed one percentage point.

Waiver to OAC 165:45-5-11(b)(1); Cause No. PUD 201000048; Order No. 578795

**C. ROTARY METERS**

Rotary meters are tested and calibrated at the factory and/or the Company's meter shop in accordance with recognized and accepted practices, and shall be correct to within plus or minus one percent when operating at rated capacity. Meter accuracy is 100% plus or minus one percent from approximately 20% to 100% of the meters rated capacity. Rotary meters may be tested and calibrated on location or at the Company's facilities with an approved apparatus as specified in this Tariff. Meters are tested at one or more rates of flow to ascertain their accuracy. When one rate of flow is used, it is 10% to 30% of the rated capacity. When two rates are used, one of the flow rates is the same as the single test. The high flow rate is 60% to 100% of the rated capacity. If this is not attainable, then it is the maximum capacity of the proving equipment. If an intermediate flow rate is used, it should be approximately midway between the low and high rates. After the initial accuracy tests are made by the manufacturer or user, differential tests may be used to confirm the continued accuracy of in-service rotary meters.

Waiver to OAC 165:45-5-11(c); Cause No. PUD 201000048; Order No. 578795

**PERIODIC TESTING OF METERS AND TEST EQUIPMENT**

<u>Rates Authorized By The Oklahoma Corporation Commission:</u>		
Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

PO Box 401

Oklahoma City, OK 73101-0401

Tariff 1051

**A. PERIODIC TESTING OF METERS AND TEST EQUIPMENT**

The Company shall make periodic tests of all meters, associated devices, and instruments to ensure their accuracy. Such tests shall be scheduled within the calendar year, or earlier, when the interval is stated in years; or within the calendar month, or earlier, when the interval is stated in months. The basic periodic test interval shall not be longer than provided in the following schedule (Note: Maintenance programs suggested by manufacturers of the following meters and devices should be carefully followed.):

1. Positive displacement meters:
  - a. 800 cfh or less - A total of 2.5% of meters in service shall be removed each year and tested. Utility shall use test information from removed meters to determine the worst performing meter models. Utility shall concentrate replacements toward the worst performing meters.
  - b. 801 cfh or more - A random sample taken from a group of meters will be tested based on guidelines set forth in Military Standard MIL-STD 105D Inspection by Attributes, General Inspection Level II, Singles Sampling Plan for Normal Inspection. Utility shall use tested meter information to determine subsequent testing frequency with more frequent tests for meters with poor performance.
2. Orifice meters - 6 months
3. Turbine Meters - 1 year
4. All other meter types - 1 year
5. Secondary standards:
  - a. Dead weight tester - 10 years
  - b. Pneumatic dead weight tester - 2 years
6. Working standards:
  - a. Bell provers - 5 years
  - b. Rotary displacement test meters - 5 years
  - c. Flow provers - 5 years
  - d. Laboratory quality indicating pressure gauges - 1 year

Waiver to OAC 165:45-5-13(a); Cause No. PUD 201200029; Order No. 599934.

**GAS MEASUREMENT REQUIREMENTS**

<u>Rates Authorized By The Oklahoma Corporation Commission:</u>		
Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401  
 Oklahoma City, OK 73101-0401**

**Tariff 1051**

**A. LOST AND UNACCOUNTED FOR GAS**

All gas transmitted by the Company shall be measured accurately by proper apparatus prior to entering the pipe line, and all gas delivered from the pipeline shall be measured accurately in order that the "lost and unaccounted for" gas may be accurately determined.

Waiver to OAC 165:45-7-11(a) and (b); Cause No. PUD 201000048; Order No. 578795

**B. UNMEASURED USAGE**

All gas received or delivered by the Company shall be subject to meter measurement, except as otherwise authorized by the Company's Commission-approved tariff.

Waiver to OAC 165:45-7-11(f); Cause No. PUD 201000048; Order No. 578795

**C. COMMISSION REPORTS**

The Company records all measurements required by this Tariff and reports the totals of the input and output measurements annually to the Commission on a Line Loss Report. The volume measurements are reported on the 14.73 psia pressure base and/or energy shall be reported in dekatherms.

Waiver to OAC 165:45-7-11(d); Cause No. PUD 201000048; Order No. 578795

**MEASUREMENT OF GAS UNDER ELEVATED PRESSURE**

**A. ELEVATED PRESSURE**

When gas is measured through positive or linear meters at a pressure greater than the pressure base used for measurement, such meters shall be equipped with reliable pressure-volume recording gauges or compensating devices, as necessary or as otherwise required by the Commission, for accurately determining, in accordance with contracts or other tariff provisions, the quantity of gas that has passed through the meter. An exception to this is allowed if the utility delivers consistent pressure through the metering device and has determined the applicable fixed correction factor for such pressure, then the utility may apply that factor to the uncorrected dial reading of the meter.

Waiver OAC 165:45-7-12(a); Cause No. PUD 201000048; Order No. 578795

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**HEATING VALUE EQUIPMENT AND HEATING VALUE REQUIREMENTS**

**A. DETERMINING  
HEAT CONTENT**

The Company periodically tests representative samples of gas being distributed in its system.

1. All heating value determination equipment shall be verified against certified gas at least once a month.
2. All methods of testing are subject to inspection and approval by a representative of the Commission.

Waiver OAC 165:45-7-13(a) (1-3); Cause No. PUD 201000048; Order No. 578795

**GAS PRESSURE AND RELATED REQUIREMENTS**

**A. MONITORING  
REQUIREMENTS**

The monitoring of pressure shall comply with Department of Transportation Pipeline Safety Regulations Part §192.741. The recordings of pressures shall be kept for at least two (2) years.

Waiver to OAC 165:45-7-3 and 4; Cause No. PUD 201000048; Order No. 578795

**B. REGULATION AND  
METER EQUIPMENT**

The design and operation of service regulators and meters shall comply with gas industry standards for such, and in particular Department of Transportation Pipeline Safety Regulations Parts §192.195 through 192.199 and 192.351 through 192.383. In addition the meters and regulators used in operation shall comply with ANSI B109 standards or equivalent industry standards regarding the manufacture of such devices.

Regulators used shall have the capability of reducing the distribution line pressure to service pressures at or below the design limits of the connected service. The design of the regulator and or service shall include overpressure protection where applicable such that the design limits of the connected service are not exceeded. Unless the design of the connected service is known to be greater, the design pressure for a connected service is to be 1 psig.

Waiver to OAC 165:45-7-1 through 4; Cause No. PUD 201000048; Order No. 578795

**C. EXCEPTIONS TO**

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
August 1, 2013	614409	PUD 201500213
July 19, 2012	599934	PUD 201300032
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051**

**REGULATION AND  
 METER EQUIPMENT**

Regulators and meters that are deemed "new" technology and yet still meet the safety requirements of the existing technology outlined in the DOT and ANSI standards may be installed for trial purposes. Utilities using such equipment must have documents from the manufacturer showing that said equipment has been tested and shows to meet the DOT and ANSI standards requirements.

**DEPOSITS AND INTEREST**

**A. SCOPE**

The following rule applies to all residential and nonresidential consumers of the Company except as noted.

Waiver to OAC 165-45-11-1 (a); Cause No. PUD 200400610; Order No. 512287

**B. DEPOSIT NOT  
 REQUIRED**

**Residential**

A deposit is not required from a residential consumer requesting new service who:

1. Has received the same or similar type and classification of service for at least twelve (12) consecutive months and has met the following criteria during the last twelve (12) months of service. The prior service shall have been within eighteen (18) months of when application for service is received.
  - a. Service was not terminated for nonpayment;
  - b. Payment was not late more than twice;
  - c. The consumer has not tampered with or by-passed the meter;
  - d. The consumer has not presented a check subsequently dishonored; and
  - e. The consumer does not owe an unpaid balance for service previously supplied to the consumer; or who,
2. Provides satisfactory information supporting the customer's credit worthiness.

**Nonresidential**

A deposit may not be required from a nonresidential consumer requesting new service who:

1. Provides, in a form approved by the Company, a notarized surety bond or an

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



**Oklahoma Natural Gas Company**

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051**

irrevocable letter of credit from a Company approved bank or underwriter, equal to the amount of the required deposit; or who,

2. Is a federal, state, or municipal government.

Waiver to OAC 165-45-11-1(b); Cause No. PUD 201000048; Order No. 578795

**C. DEPOSITS FROM  
CURRENT  
CONSUMERS**

**Residential**

Current residential consumers of the Company may be required to post a deposit as a condition of continued service if during the last twelve (12) months any of the following occur:

1. Undisputed charges have become delinquent in two (2) billing periods (delinquent shall mean that payment was not received on or before the due date of consumer's bill);
2. The consumer has had service disconnected for nonpayment;
3. The consumer has tampered with or by-passed the meter;
4. The consumer has presented a check subsequently dishonored; or
5. There remains owing an unpaid account for service previously supplied to the consumer.

**Nonresidential**

Current nonresidential consumers of the Company may be required to post a deposit as a condition of continued service if during the past twenty-four (24) months any of the following occur:

1. Undisputed charges have become delinquent in two (2) billing periods (delinquent shall mean that payment was not received on or before the due date of consumer's bill);
2. The consumer has had service disconnected for nonpayment;
3. The consumer has tampered with or by-passed the meter;
4. The consumer has presented a check subsequently dishonored; or

**Page 25 of 36**

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

5. There remains owing an unpaid account for service previously supplied to the consumer.

Waiver to OAC 165-45-11-1(d) and (e); Cause No. PUD 201000048; Order No. 578795

**D. CALCULATION  
OF DEPOSIT  
AMOUNTS**

1. Residential Customer Deposit

- a. The Customer Deposit shall not exceed 1/6 of the customer's estimated annual bill, one month of the highest gas utility bill during the preceding 12 months or \$100, whichever is greater. Estimates will be used if the consumer's usage over the last twelve (12) month period is not known. Deposit may be rounded to the nearest \$5 increment either up or down. Should the deposit prior to rounding fall at an exact midpoint between \$5 increments, the deposit will be rounded down.
- b. A Customer's existing deposit is subject to increase at the Company's discretion if the deposit on the account is no longer 1/6 of the customer's estimated annual bill, one month of the customer's highest gas utility bill during the preceding 12 months or \$100, whichever is greater. The Customer Deposit levels may be reviewed as needed by the Company.

2. Non-Residential Customer Deposit

- a. The Customer Deposit shall not exceed two (2) times the consumer's highest monthly bill over the last twelve (12) month period or \$100 whichever is greater. Estimates will be used if the consumer's usage over the last twelve (12) month period is not known. Deposit may be rounded to the nearest \$5 increment either up or down. Should the deposit prior to rounding fall at an exact midpoint between \$5 increments, the deposit will be rounded down.
- b. A Customer's existing deposit is subject to increase at the Company's discretion if the deposit on the account is no longer two (2) times the customer's highest monthly bill during the preceding 12 months. The Customer Deposit levels may be reviewed as needed by the Company.

Waiver to OAC 165-45-11-1(c); Cause No. PUD 201000048; Order No. 578795

**E. REFUND OF**

<u>Rates Authorized By The Oklahoma Corporation Commission:</u>		
Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051**

**DEPOSITS**

**Residential**

1. The Company shall review monthly all residential Customer Deposits for refund eligibility after twelve (12) months of continuous service. A deposit will be eligible for refund if the consumer has met the following criteria during the most recent twelve (12) month period.
  - a. Service was not terminated for nonpayment;
  - b. Payment was not late more than twice;
  - c. The consumer has not tampered with or by-passed the meter;
  - d. The consumer has not presented a check subsequently dishonored; and
  - e. The consumer does not owe an unpaid balance for service previously supplied to the consumer.
2. All deposits, with accrued interest, will be automatically refunded when the Company determines that the consumer has met the above eligibility criteria.
3. All refunds will be paid by credit against the consumer's account. Upon the consumer's request, refunds may be made by means of a negotiable instrument.

**Nonresidential**

1. The Company shall review monthly all nonresidential Customer Deposits of \$20,000 or less for refund eligibility after sixty (60) months of continuous service after the deposit was paid. A deposit will be eligible for refund if the consumer has met the following criteria during the preceding twenty-four (24) month period once the deposit becomes eligible for review.
  - a. Service was not terminated for nonpayment;
  - b. Payment was not late more than twice;
  - c. The consumer has not tampered with or by-passed the meter;
  - d. The consumer has not presented a check subsequently dishonored; and
  - e. The consumer does not owe an unpaid balance for service previously supplied to the consumer.
2. The Company shall automatically refund the deposit, with accrued interest, when it determines that the consumer has met the above eligibility criteria.
3. All refunds will be paid by credit against the consumer's account. Upon the consumer's request, refunds may be made by means of a negotiable instrument.

**Discontinued Service**

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051**

The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time the consumer discontinues service. The balance, if any, shall be returned to the consumer within thirty (30) days by mailing a negotiable instrument to the consumer's last known mailing address.

Waiver to OAC 165-45-11-1(j) through (p); Cause No. PUD 201000048; Order No. 578795

**F. INTEREST ON DEPOSITS**

**Interest Rate**

The Company pays interest on all cash Customer Deposits at the rates established and furnished by the Oklahoma Corporation Commission:

1. Interest Period

- a. If refund of deposit is made within thirty (30) days from the deposit paid date, no interest shall be paid. Deposit paid date means the date deposit was fully paid.
- b. If deposit is refunded more than thirty (30) days after the deposit paid date, interest accrual shall be retroactive to the deposit paid date.
- c. No interest shall accrue on a deposit after final discontinuance of service and/or the date deposit is returned or credited to the consumer's account.

2. Payment of Accrued Interest

- a. Accrued interest will be paid no less than annually on all paid deposits that are held for thirty (30) days past the deposit paid date.
- b. Payment will be made by credit against the consumer's account.

Waiver to OAC 165-45-11-1(g) and (h); Cause No. PUD 201000048; Order No. 578795

**G. RECEIPT FOR DEPOSIT**

- 1. Consumers making a cash deposit shall receive a nonassignable receipt in writing at the time of making the deposit or within ten (10) days thereafter. When a consumer pays a deposit as a portion of a gas bill, payment of the bill shall serve as a receipt for payment of the deposit.
- 2. The Company shall provide reasonable means whereby a depositor who applies for the return of deposit or any entitled balance, but who is unable to produce the original receipt, may not be deprived of this deposit or balance.

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Oklahoma Natural Gas Company**

PO Box 401

Oklahoma City, OK 73101-0401

**Tariff 1051**

Waiver to OAC 165-45-11-1(j); Cause No. PUD 201000048; Order No. 578795

**H. DEPOSITS NOT  
PAID BY THE  
DUE DATE**

A deposit not paid by the due date shall become a part of the past-due amount owed, and payments received thereafter shall be applied to the oldest past due amount.

Waiver to OAC 165-45-11-1(j); Cause No. PUD 201000048; Order No. 578795

**I. REFUND  
WITHHELD**

The Company may withhold refund of a deposit pending resolution of a dispute with respect to charges secured by such deposit.

Waiver to OAC 165-45-11-1(p); Cause No. PUD 201000048; Order No. 578795

**J. DEPOSIT  
RECORDS**

1. The Company shall keep accurate records of consumer deposits showing:

- a. The name, account number, and address of each depositor,
- b. The amount of the deposit and date paid in full, and
- c. Each transaction concerning the deposit.

2. Such records are retained for two (2) years after the deposit and/or interest is refunded or applied.

3. Upon the sale or transfer of the Company, the Company shall file with the application of transfer a verified list of all consumers for whom a deposit is being held, the date such deposit was made, the amount thereof, and the unpaid interest thereon. The information provided shall be treated as confidential and shall not be available for public inspection unless ordered by the Oklahoma Corporation Commission after notice and hearing.

Waiver to OAC 165-45-11-1(q), (r), and (s); Cause No. PUD 201000048; Order No. 578795

**K. SECURITY FOR  
BILL PAYMENT**

Page 29 of 36

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

Deposits held by the Company shall not constitute an advance payment to cover monthly account balances, but shall be considered as security for the payment of monthly bills or other proper charges.

Waiver to OAC 165-45-11-1(t); Cause No. PUD 201000048; Order No. 578795

**RIGHT TO REFUSE SERVICE**

The Company may refuse to provide service to an applicant or consumer for the reasons listed below.

Upon request from the applicant or consumer, the Company will provide documentation indicating the reason(s) that service is being withheld.

Waiver to OAC 165:45-11-2(d); Cause No. PUD 201000048; Order No. 578795

**A. ACCEPTABLE  
PROOF OF  
IDENTITY**

Acceptable proof of identity may include the following:

1. Driver's license or state identification card.
2. Military identification.
3. Social Security card.
4. Passport.
5. Birth certificate.
6. Permanent Resident Alien (Green Card)
7. Any other verifiable proof which would establish identity under state and federal regulations.

Waiver to OAC 165:45-11-2(i); Cause No. PUD 201000048; Order No. 578795

**COMMISSION NOTIFICATION PROCEDURES FOR  
SENIOR CITIZENS/CONSUMERS WITH DISABILITIES**

**Rates Authorized By The Oklahoma Corporation Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Oklahoma Natural Gas Company**

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

**NOTIFICATION PROCEDURE**

In addition to other notice requirements, the Company notifies the Commission's Consumer Services Division in a mutually agreeable method of communication at least ten (10) days prior to disconnection for nonpayment of undisputed utility bills.

Waiver to OAC 165:45-11-13(a) (1) and (b); Cause No. PUD 201000048; Order No. 578795

**LIFE-THREATENING SITUATION**

**NOTIFICATION PROCEDURE**

When a consumer to whom service is provided is unable to pay the account in full and notifies the Company that disconnection of service will give rise to a life-threatening condition for the consumer or other permanent resident of the household, the Company suspends disconnection of service or reconnects the service if disconnected within the last fifteen (15) calendar days.

Waiver to OAC 165:45-11-14(f) (2) and (3); Cause No. PUD 201000048; Order No. 578795

**RECONNECTION OF SERVICE**

**A. RECONNECTION TIME FRAME**

The Company reconnects service upon the consumer's request as soon as the reason for disconnection of service has been eliminated to include any amount that became due after disconnection and prior to the request for reconnection. The consumer or representative of the consumer must be present in order for service to be restored.

1. When disconnection of service was the fault of the consumer, the Company reconnects service in the normal course of its reconnection workload, as soon as possible, but no later than two business days, not to exceed three calendar days after the consumer eliminates the reason for disconnection and requests reconnection.

The first day following the day of the request for reconnection after the consumer eliminates the reason for disconnection will be considered the first calendar day. During the time period of November 15 through April 15, the utility shall reconnect service in the normal course of reconnection workload, as soon as possible, but no later than forty-eight hours.

2. If the reason for disconnection is unauthorized use of gas accomplished through bypassing the Company's measuring equipment or tampering with the pipes, meters, or other Company equipment, the Company may, prior to reconnecting service, require a reasonable payment for estimated service rendered or may refuse to

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Oklahoma Natural Gas Company**

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

reconnect service until ordered by the Commission. When disconnection of service was the fault of the consumer, the Company may require payment of any amount that became due after disconnection but prior to the request for reconnection and a reconnection charge if such a charge is provided in the Company's tariffs.

Waiver to OAC 165:45-11-19(a) through (c); Cause No. PUD 201000048; Order No. 578795

**B. DISCONNECTION  
PRECEDING  
SEVERE WEATHER**

When a disconnection for non-payment of service occurs immediately preceding periods of severe weather, the Company reconnects service as soon as possible but no later than twenty-four (24) hours, while the consumer or representative of the consumer is present, subject to an intervening Act of God, upon receipt of one of the following:

1. Payment of the past due bill for which service was disconnected and any amount that became due after disconnection and prior to the request for reconnection.
2. A life-threatening claim from the consumer.
3. Guarantee by a federal, state, or local social service agency that payment will be made to the Company.

Waiver to OAC 165:45-11-19(c); Cause No. PUD 201000048; Order No. 578795

**AVERAGE PAYMENT PLAN**

**A. TERMS AND  
CONDITIONS**

1. The Average Payment Plan ("Plan") is available to residential and qualifying non-residential customers that have a minimum of six (6) months consumption history available at the premise. Residential and Non-residential customers may request participation in the Plan at any time during the year. ~~Non-residential customers may enroll from April through July.~~ Request for participation can be made by telephone, in writing, or in person at a Company business office.
2. A customer's account should be current at the time the customer elects to participate in the Plan and at all times during Plan enrollment, which means the account does not have a previous balance and the current billing is not past due.
3. Service is not available under this Plan for a term of less than twelve (12) months.

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



**Oklahoma Natural Gas Company**

**PO Box 401**

**Oklahoma City, OK 73101-0401**

**Tariff 1051**

**B. AVERAGE  
PAYMENT  
AMOUNT**

1. Each month under the Plan, a customer's Average Payment Amount will be computed by averaging the amount actually billed to the customer's account during the last 12 months (current + 11), plus or minus one-twelfth (1/12) of the Average Payment Plan Settlement amount and then rounded to the nearest dollar. In the event 12 months history is not available, Company may estimate the missing months in order to determine the appropriate average payment amount.
2. The Average Payment Amount is identified as a separate item on the gas bill so the participating consumer will know the amount to pay.
3. Gas costs and/or rate changes shall be factored into the monthly average payment calculations on a rolling basis.

**C. ACTUAL  
BILLING**

1. Participation in the Plan has no effect on the Company's approved rate schedules or other billing charges used to calculate the consumer's actual monthly billing.
2. The actual monthly billing is to be shown on the gas bill as a memo item for the consumer's information. Actual billing is based on the applicable rate and the meter readings obtained to determine the consumer's gas usage for the service period.
3. The difference between actual billings and the average amounts paid will be shown on the consumer's bill as Current APP Balance.

**D. SETTLEMENT**

Settlement occurs only when participation in the Plan is terminated:

1. The account is final billed.
2. The consumer requests removal from the Plan.
3. The consumer may be removed from the Plan by the Company as a result of one past-due payment on the account.

Settlement is defined as applying the APP balance (debit or credit) to the consumer's next billing.

Waiver to OAC 165:45-11-43(a); Cause No. PUD 201000048; Order No. 578795

<u>Rates Authorized By The Oklahoma Corporation Commission:</u>		
Effective	Order No.	Cause/Docket No.
		<u>PUD 20150213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**E. NOTICE**

At least once a year, written notice will be provided to consumers regarding the availability of the Average Payment Plan.

Waiver to OAC 165:45-11-43(b); Cause No. PUD 201000048; Order No. 578795

**ADJUSTMENT OF BILLS FOR METER ERROR**

**A. INCORRECT REGISTER, REGULATOR, OR MULTIPLIER**

If a meter is found to have an incorrect register, regulator, or multiplier, the Company corrects the error.

1. Where the error is adverse to the company, the utility may charge the consumer the undercharge for the amount of gas incorrectly metered for the period of time the meter was used in billing the consumer. If necessary, the Company allows the consumer to pay any unbilled amount over the same number of months equivalent to the number of months which were corrected.

Waiver to OAC 165:45-5-2(d); Cause No. PUD 201000048; Order No. 578795

**B. ESTIMATED, MISREAD, OR NONTRANSMISSION**

If a meter is estimated, misread, or a remote meter reading device fails to transmit its data, the Company corrects the error and the consumer is responsible for any previously unbilled amount. The Company may allow the consumer to pay any previously unbilled amount over the same number of months as those billed in error.

Waiver to OAC 165:45-5-2(d); Cause No. PUD 201000048; Order No. 578795

**MISCELLANEOUS BILLING/RATE SELECTION/ELECTRONIC NOTIFICATION**

**A. DAMAGE TO COMPANY PROPERTY**

In case of loss or damage to Company property as a result of the intentional or negligent acts or omissions of the consumer or consumer's agents, tenants, employees, or invitees, the consumer

**Rates Authorized By The Oklahoma Corporation Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**Oklahoma Natural Gas Company**  
**PO Box 401**  
**Oklahoma City, OK 73101-0401**

**Tariff 1051**

shall pay the Company the cost of repairing or replacing such property.

**B. SERVICE UNDER  
 MULTIPLE RATES**

Service under more than one of the Company's Rate Schedules is available to any consumer at a single measurement point, provided such consumer meets all the requirements for availability hereunder. Service under each rate schedule will generally be metered separately. However, with the Company's consent, service under more than one rate schedule may be taken through one meter, provided the Company and the consumer agree upon a definite volume of natural gas that the consumer will purchase each month under the higher rate schedule, with the balance of the consumer's monthly natural gas requirements to be purchased in accordance with the lower rate schedule.

**C. ALTERNATIVE  
 PAYMENT  
 OPTIONS**

Company may contract or make other arrangements with businesses to provide various payment options to Customers for paying their bill for gas service. These alternative payment options may be performed electronically, telephonically, and/or in person and may include payment by automatic bank draft, credit card, check and cash. However, the collecting company may charge an additional fee for the use of such alternative payment options, which may vary depending upon the option selected. The fee may be higher if payment is made by credit card and a minimum transaction fee may apply.

**D. ELECTRONIC  
 NOTIFICATION**

When a customer requests electronic billing, all future customer notifications (required or otherwise) may be sent electronically in addition to any other delivery method required by law.

**LIMITATIONS ON USE OF GAS SERVICE**

**A. EXCLUSIVE USE  
 OF COMPANY'S  
 SERVICE**

The Rate Schedules are based on exclusive use of the Company's service, and except for standby service, no other gas service from any other source shall be used on the premises by any consumer in conjunction with, or supplementary to, the Company's service unless agreed to in writing by the Company.

Cause No. RM 000053; Order No. 355326

**B. PURPOSE OF GAS**

<b>Rates Authorized By The Oklahoma Corporation Commission:</b>		
<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
July 19, 2012	599934	PUD 201200029
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

PO Box 401

Oklahoma City, OK 73101-0401

Tariff 1051

**SERVICE**

Gas service shall not be used by a consumer for any purpose not specified in the application for service, the applicable rate schedule, or the service contract.

**C. RESALE**

Gas and/or service furnished by the Company shall not be resold or caused to be resold by any consumer except pursuant to a tariff or special contract on file with and approved by the Commission which authorizes resale.

Cause No. RM 000053; Order No. 355326

**D. RESALE REPORTING**

If it comes to the Company's attention that any consumer is reselling gas, the company will notify the Commission's Pipeline Safety Department of the name and address of any consumer reselling gas and/or service. This Tariff does not apply to the sales of natural gas to or by a distributor for use as a vehicular fuel.

Waiver to OAC 165:45-15-1(b); Cause No. PUD 201000048; Order No. 578795

<u>Rates Authorized By The Oklahoma Corporation Commission:</u>		
Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 1, 2013	614409	PUD 201300032
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**RATES SCHEDULE 2000  
GENERAL TERMS AND CONDITIONS  
FOR TRANSPORTATION**

**ARTICLE 1**

**DEFINITIONS**

- 1.1 "Affiliate" shall mean any person, entity, or business section, or division that directly or through one or more intermediaries' controls, is controlled by, or is under common control with the entity in question.
- 1.2 "Agreement" shall mean the agreement to which the General Terms and Conditions for Transportation apply.
- 1.3 "Aggregator" shall mean a supplier of gas.
- 1.4 "Btu" shall mean British thermal unit(s) and shall be computed on a temperature base of sixty degrees (60°) Fahrenheit and a pressure base of fourteen and seventy-three hundredths (14.73) psia and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and "MMBtu" shall mean one million (1,000,000) Btu.
- 1.5 "Commission" shall mean the Oklahoma Corporation Commission.
- 1.6 "Critical Day Notice" shall mean the notice which the Company issues with respect to any Day in which the receipts of Gas into and deliveries of Gas from the Pipeline System must be in balance with respect to any Customer. Such notices shall be issued by telephone, facsimile, or electronic mail within two (2) hours of receiving such notice from Company's upstream transportation provider or by 9:30 a.m. the day prior to the Gas Day in which the Critical Day Notice shall apply and shall be issued with respect to periods in which such imbalances will affect Company's ability to meet its obligations to transport Gas.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

- 1.7 "Company" shall mean Oklahoma Natural Gas Company, a division of ONE Gas, Inc., when it is acting as Company on the Pipeline System.
- 1.8 "Customer" shall mean a consumer which subscribes to natural gas services provided by Oklahoma Natural Gas Company.
- 1.9 "Dekatherm" (Dth) shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.
- 1.10 "Day" shall mean the 24-hour period commencing at 9:00 a.m. (central clock time) on one calendar day and ending at 9:00 a.m. (central clock time) the following calendar day.
- 1.11 "Dry" shall mean the heating value calculation being determined with no water vapor present.
- 1.12 "Effective Date" shall mean the date specified in the Agreement.
- 1.13 "Gas" or "natural gas" shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.
- 1.14 "Gas Transportation Order" shall mean a completed Exhibit A relating to the applicable gas transportation service Agreement.
- 1.15 "Gross Heating Value" or "Gross" shall mean the amount of energy transferred as heat per mass or mole from the complete combustion of the gas with oxygen (from air), at a base temperature in which all water formed by the reaction condenses to liquid.
- 1.16 "Mcf" shall mean one thousand (1,000) cubic feet of Gas.

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

- 1.17 "Maximum Daily Quantity" shall mean the maximum daily quantity of Gas that Customer may transport during a twenty-four (24) hour period (Day) as set forth in the applicable tariff.
- 1.18 "Month" shall mean the period beginning at 9:00 a.m. central clock time on the first Day of each calendar month and ending at 9:00 a.m. central clock time on the first Day of the next succeeding calendar month, except where references not involving Gas measurement volumes are involved, in which case the calendar month shall be deemed to be referred to.
- 1.19 "OGT" shall mean ONEOK Gas Transportation, L.L.C., or successor thereto.
- 1.20 "PDA" shall mean a predetermined allocation method.
- 1.21 "Pipeline System" shall mean the current existing utility distribution facilities of Company located in the State of Oklahoma.
- 1.22 "Point of Delivery" shall mean the point or points where Gas is delivered from the Pipeline System to or for the account of Customer and are shown on the applicable Gas Transportation Order. Each Point of Delivery shall be treated separately with respect to all rights and obligations and all actions to be taken pursuant to the Agreement and the Exhibits attached thereto, including, without limitation, nominations, balancing, Gas quality, delivery pressure and force majeure.
- 1.23 "Point Operator" shall mean the person or entity that controls the Point of Receipt or Point of Delivery.
- 1.224 "Point of Receipt" shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer, as described on the applicable Gas Transportation Order.
- 1.25 "Psia" shall mean pounds per square inch, absolute.
- 1.26 "Psig" shall mean pounds per square inch, gauge.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

- 1.27 "Real" shall mean the division of the ideal heating value by the compressibility of the gas. This creates an ideal Gross Heating Value per Real cubic foot.
- 1.28 "Section 6 Price" shall mean with respect to a particular Month the Average Rate (per Dth) as shown in Section 6 of the Average Cost of Gas Purchased Report attached to the Purchased Gas Adjustment Rate Memorandum filed by Oklahoma Natural Gas Company with the Oklahoma Corporation Commission for the Month in which such payment is due.
- 1.29 "Tariff" shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the Commission and approved by the Director of the Public Utility Division.
- 1.30 "Week" shall mean a period of seven (7) consecutive Days beginning at 9:00 a.m. central clock time on each Monday and ending at the same time on the next succeeding Monday.
- 1.31 "Year" shall mean a period of three hundred sixty-five (365) consecutive Days, or three hundred sixty-six (366) consecutive Days when such period includes a February 29.

**ARTICLE 2**  
**RESTRICTIONS AND RESERVATIONS**

- 2.1 It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer's actions. Customer's Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.
- 2.2 Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



- any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System.
- 2.3 Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company's sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement or the General Terms and Conditions for Transportation, to terminate the Agreement including the Exhibits thereto immediately and without further obligation to Customer.
- 2.4 Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company's transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and the Exhibits attached thereto.
- 2.5 Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.
- 2.6 The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**ARTICLE 3**  
**OPERATIONS**

- 3.1 Customer shall deliver its Gas into the Pipeline System at the Points of Receipt described on the applicable Gas Transportation Order, as it now exists and as it may be amended. Customer shall have no right to require Gas to be received at any particular Point of Receipt and Company may delete such points or modify the capacity thereof from time to time and at any time in its sole discretion with no further obligation to Customer with respect to such Point of Receipt. All supplies of Gas delivered to the Pipeline System must comply with the terms and conditions of the Agreement and the exhibits attached thereto. In no event shall Company be required to expand, modify, construct, rearrange, or change the operations of the Pipeline System in order to receive Gas from or on behalf of Customer or in order to deliver Gas to Customer at any existing Points of Delivery.
- 3.2 Customer shall advise (in a method and format approved by Company in its sole discretion) Company with respect to each Day, Week and Month the name of each supplier with whom it has a contract (and the name of the individual with such supplier responsible for Customer's account), which source of supply is delivering to Company, how much Gas is nominated to be delivered to Company from each source of supply (i.e., each well, plant, or other desired Point of Receipt) and the anticipated deliveries at each Point of Delivery. Customer's nomination shall be in good faith, in balance between Points of Receipt and Points of Delivery, and shall be based on Customer's commercially reasonable best efforts to estimate usage for that next Day, Week and Month and shall in no event exceed the Maximum Daily Quantity set forth on the Gas Transportation Order (as may be changed pursuant to the tariff) on any day with respect to which a Critical Day Notice has been issued. Customer shall not intentionally nominate more or less Gas than is anticipated for consumption by Customer, except as may be needed for balancing purposes to the extent Company accepts such nomination. Such nomination and estimated consumption for a Day or Month shall be supplied to Company on or before 11:30 a.m. of the last working Day prior to the Day of flow. At intervals reasonably required by Company, Customer shall be obligated to furnish Company with schedules showing the daily Dths of Gas Customer desires to deliver at each Point of Receipt. Customer shall exercise its commercially reasonable best efforts to deliver to the Pipeline System Dths of Gas that Company is to deliver from the Pipeline System to Customer

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

- during any particular Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities.
- 3.3 Receipt and Delivery nominations received from Aggregators and Customers shall be made available to Point Operators for their confirmation to deliver or receive such nominated Gas flow volumes. Point Operator may confirm nominations at the lesser of the nominated volume or the available flow volume. If no communication is received from the Point Operator, nominations stand as confirmed.
- 3.4 Confirmed nominations from Aggregators and Customers for any Day under firm rate schedules shall be used to calculate the amount of capacity available for transportation under all other rate schedules for such Day.
- 3.5 Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how Gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.
- 3.6 The standard nominations timeline is as follows: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Company; Noon for quick response (acknowledgment of receipt); 3:30 p.m. for receipt of completed confirmations by Company from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Aggregator, Customer and Point Operator (central clock time on the Day prior to flow).
- 3.7 Intra-day nominations are those submitted after the nominations deadline to be effective for either the same Gas Day or for the next Gas Day and runs through the end of that Gas Day. An Aggregator or Customer may submit an intra-day nomination by 10 a.m. for gas to flow by 5 p.m. of that same Day or a nomination which is submitted by 5 p.m. will allow for Gas to flow by 9 p.m. of that same Day. Intra-day nominations shall be scheduled after all timely nominations.
- 3.9 Customer's Gas shall be delivered to Customer from the Pipeline System at the Points of Delivery. To the extent that Customer's acts or omissions cause Company to incur,

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

directly or indirectly, fees, charges, expenses, or penalties from a supplier or transporter for failure to satisfy such supplier's or transporter's balancing or nomination requirements, then Customer agrees to reimburse Company for such fees, charges, expenses, or penalties, and defend, indemnify, and hold Company harmless with respect thereto. Any fees, charges, expenses or penalties which were determined to be in error will be credited back to the Customer.

3.10 The Point of Receipt and Point of Delivery may be, or may later become points through which other quantities of Gas are being measured; therefore, the measurement of Gas under the Agreement may involve the allocation of Gas deliveries. In such event, each party hereto will furnish, or cause to be furnished, to the other all data required to accurately account for all Gas.

3.11 Except as may be set forth on a Gas Transportation Order, Company shall receive and deliver Gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, Gas control limitations and other operating conditions, to stay in zero (0) imbalance each hour and each Day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Customer shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero (0) imbalance as practicable.

3.12 Imbalances

(A) The following cash out provisions shall be applied to each individual Point of Delivery that is being provided service pursuant to Rate Schedule 291-T, 391-T, 691-T, 691-T2, and 901-T.:

- 1) Customer shall not deliver into the Pipeline System more Dths of Gas than Company delivers to the Customer's account at the Point of Delivery during a Month. At the end of the Month in which an over-delivery occurred, Customer shall sell such excess Gas to Company at the price specified in Subsection

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

3.12(A) (3) below.

2) If Company receives less Dths of Gas than are delivered to the Point of Delivery in any particular Month, then Customer shall purchase such under-delivered volumes in accordance with the provisions of Subsection 3.12(A)(3) below.

3) Receipts in excess of deliveries shall be purchased by Company from Customer at the following prices:

<u>Percent by Which Receipts Exceed Deliveries</u>	<u>Purchase Price</u>
Less than 5% Month	Imbalance rolls to the next billing
5% but less than 10%	.9 x Lowest Common Price
10% but less than 20%	.8 x Lowest Common Price
20% or greater	.7 x Lowest Common Price

Deliveries in excess of receipts shall be sold by Company to the Customer at the following prices:

<u>Percent by Which Deliveries Exceed Receipts</u>	<u>Purchase Price</u>
Less than 5% Month	Imbalance rolls to the next billing
5% but less than 10%	1.1 x Highest Common Price
10% but less than 20%	1.2 x Highest Common Price
20% or greater	1.3 x Highest Common Price

If the imbalance percentage equals or exceeds five percent (5%), then the purchase or sale described above shall be calculated at the maximum purchase price achieved for all imbalance volumes accrued for such period.

The monthly transport payments shall not be abated with respect to a Month in which under-deliveries occurred except as provided in Article 9 and Article 10 hereof.

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

- 4) Lowest Common Price shall be defined as the lowest of the range of common prices published on any day during the applicable Month by Platt's Gas Daily for Gas delivered in Oklahoma to OGT or if Gas prices for Gas delivered into the Company are ever separately quoted, then the price quoted for Gas delivered into Company shall be utilized.
- 5) Highest Common Price shall be defined as the highest of the range of common prices published on any day during the applicable Month by Platt's Gas Daily for Gas delivered in Oklahoma into OGT or if Gas prices for Gas delivered into the Company are ever separately quoted, then the price quoted for Gas delivered into Company shall be utilized.

(B) The following provisions shall be applied to each individual Point of Delivery that is being provided service pursuant to Rate Schedules 255-T, 655-T, 701, and 705:

(1) If Customer delivers to the Pipeline System Dths of Gas in excess of the Dths of Gas withdrawn in a Month, then such excess shall be deemed to be deliveries for the next Month. Customer shall not deliver into the Pipeline System more than one hundred five percent (105%) of the Dths of Gas withdrawn during a Month. If Customer fails to comply with such limitation, Company shall have the right to take any and all action that it deems necessary to enforce the above described limitation. Notwithstanding the Customer's efforts to comply with such limitation if, during any Month, the amount of Gas delivered or deemed to be delivered into the Pipeline System exceeds by more than five percent (5%) the Dths of Gas withdrawn during that Month, then Customer shall pay to Company an amount equal to the Dths of Gas in excess of the five percent (5%) limit described above times one dollar (\$1.00) per Dth. Such one dollar (\$1.00) per Dth fee shall not be refunded or subject to credit to Customer.

(2) Customer shall not deliver into the Pipeline System less than ninety-five percent (95%) of the Dths of Gas withdrawn during a Month. If Customer fails to comply with such limitation, Company shall have the right to take any and all action that it deems necessary to enforce the above described limitation.

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

Notwithstanding the Customer's efforts to comply with such limitation, if, during any Month, the amount of Gas delivered or deemed to be delivered into the Pipeline System is less than one hundred percent (100%) of the Dths of Gas withdrawn during that Month, then Customer shall purchase from Company Gas equal to the total under-delivered Dths for that Month and pay to Company an amount equal to the Dths of Gas under-delivered times the sum of the Section 6 Price. If, during any Month, the amount of Gas delivered or deemed to be delivered into the Pipeline System is less than ninety-five percent (95%) of the Dths of Gas withdrawn during that Month, then Customer shall also pay to Company as an under-delivery fee an additional fifty cents (\$0.50) per Dth for the volumes less than ninety-five percent (95%) of the Dths of Gas withdrawn during that Month. Customer will not be allowed to make up the under-delivery in future Months and any fees charged for such under-delivery shall not be refunded or subject to credit to Customer.

(C) Upon the issuance by the Company of a Critical Day(s) Notice, Aggregators and Customers will, in addition to the monthly cash out provision described above, be subject to the following imbalance provisions per Dth on a daily basis, unless the excess deliveries of Gas do not, in Company's sole opinion, exacerbate the conditions on the Pipeline System for which the Critical Day Notice was issued:

Daily Imbalance		Imbalance Fee
Between Receipts and Deliveries		
Less than 3%		Zero
3% or greater		2 x Highest Price

6) Highest Price shall be defined as the highest of the range of common prices published on the Day following the Day on which the imbalance occurred by Platt's Gas Daily for Gas delivered in Oklahoma to any pipeline.

3.13 Customer and Company shall exercise their commercially reasonable best efforts to comply with all of the standards established by the North American Energy Standards

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

Board, Inc. ("NAESB"), but in no event shall either party be required to comply with the NAESB standards if such compliance has a material adverse affect upon such party.

- 3.14 In the event Customer agrees to have the Company secure upstream services for Customer's use, then Customer agrees to comply with all operating conditions and any and all other contractual terms and conditions required by such upstream service provider.
- 3.15 In the event Customer's source of gas supply is terminated by Customer's supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the giving of five (5) business days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer and effective with the next billing cycle. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond in accordance with the provisions of Article 5 hereof. Customers whose annual transportation volume is 30,000 Dth or more must return to transportation service within sixty (60) days.

**ARTICLE 4**  
**PRESSURE AND QUALITY OF GAS**

- 4.1 Customer shall deliver (or cause to be delivered) the Gas to the Pipeline System at the Point of Receipt at a pressure sufficient to effect delivery into the Pipeline System at that point. If necessary, Customer shall provide additional compression to make such deliveries hereunder, and Company shall not have any cost or responsibility in that regard.
- 4.2 Subject to the provisions of Section 4.1 above, the Gas shall be delivered to Customer from the Pipeline System at the Points of Delivery at pressures sufficient to effect deliveries to Customer's facilities, but not to exceed the maximum pressure that has existed for each Point of Delivery.
- 4.3 Gas delivered by and to Customer shall be commercially free of dust, gums, gum-forming constituents, gasoline, water, and any other substance that may become separated

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



from the Gas during the handling hereof. All Gas received shall conform to the following additional specifications:

- (A) Contain not more than one-quarter (1/4) grain of hydrogen sulfide per 100 cubic feet, as determined by a method generally acceptable for use in the gas industry;
- (B) Contain not more than twenty (20) grains of total sulfur per 100 cubic feet;
- (C) Contain not more than two percent (2%) by volume of carbon dioxide;
- (D) Contain not more than four percent (4%) by volume of total inerts, including carbon dioxide and nitrogen;
- (E) Contain not more than two-tenths of one percent (.2%) by volume of oxygen;
- (F) Contain a gross heating value equivalent to at least 980 British Thermal Units per cubic foot. and not to exceed 1080 British Thermal Units per cubic foot;
- (G) Have a temperature of not more than one hundred twenty degrees (120°) Fahrenheit;
- (H) Contain no water or hydrocarbons in liquid form;
- (I) Contain not more than 7 pounds of water in vapor stage per 1,000 Mcf of gas; and
- (J) Be interchangeable with the Company's system Gas at the Point of Receipt or delivered to the nearest customer, city border station, or other pipeline interconnected with such receiving facility or downstream of the Point of Receipt.

**ARTICLE 5**  
**PAYMENT**

5.1 Should Customer fail to pay or deliver any or all of the amount of the transportation payment and/or other fees due under any exhibit when such amount is due interest on the

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

unpaid portion shall accrue at a rate (which in no event shall be higher than the maximum rate permitted by applicable law) equal to one and one-half percent (1 ½%) per month from the due date until the date of payment. If such failure to pay continues for fifteen (15) Days after payment is due, Company, in addition to any other remedy it may have, may suspend further receipts and deliveries of Gas until such amount is paid; provided, however, that if Customer in good faith shall dispute in writing the amount of any such bill or part thereof and shall pay to Company such amounts as it concedes to be correct and, at any time thereafter within thirty (30) Days of the due date of such payment, shall furnish a good and sufficient surety bond in an amount and with surety satisfactory to Company, guaranteeing payment to Company of the amount ultimately found due upon such bills, including interest thereon, after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Company shall not be entitled to suspend further receipts and withdrawals of Gas unless and until default be made in the conditions of such bond. As an alternative to posting a bond, Customer may pay the portion of any amount in dispute without waiving its rights to recoup any monies improperly billed.

If the portion of any amount in dispute is ultimately determined to be incorrect, such amount shall be refunded by Company to Customer together with interest thereon at a rate (which in no event shall be higher than the maximum allowed by law) equal to one and one-half percent (1½%) per Month for the period from the date of payment to Company to the date of refund by Company.

- 5.2 Customer agrees to pay any amounts due pursuant to the Agreement and the General Terms and Conditions for Transportation to Company within ten (10) Days after receipt of an invoice from Company.
- 5.3 Company reserves the right, prior to initiation of service, to require a cash deposit or bond in favor of Oklahoma Natural Gas Company in order to assure payment of amounts that may become due pursuant to the Agreement and the exhibits attached thereto. In the event Customer's financial condition materially weakens or Customer fails to make timely payment in accordance with Article 5 after the execution of the Agreement, then upon written request from Company, Customer agrees to deposit cash with Oklahoma Natural or secure a bond in favor of Oklahoma Natural in order to assure the payment of amounts

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

that may become due pursuant to the Agreement and the exhibits attached thereto. Such deposit or bond shall be furnished to Oklahoma Natural within fifteen (15) days after a request by Oklahoma Natural is made for such deposit or bond and shall be made in a form and amount satisfactory to Oklahoma Natural. If such deposit or bond is not furnished in a timely manner, or if a bond expires or is canceled prior to the end of the period specified below, or if the cash deposit or bond is not increased as specified below, then leasing of capacity and the rendering of all other services may be suspended by Oklahoma Natural in its sole discretion until such deposit or bond is furnished, renewed or increased, as applicable.

- 5.4 Nothing in this Article 5 shall be deemed to supersede the respective rights and obligations of Company and Customer as provided by Oklahoma statutes and the Rules of the Oklahoma Corporation Commission, as such statutes or rules may be amended from time to time, with respect to adjustments to the amounts owed by Customer as a result of errors in Customer's meter or errors in reading Customer's meter. Customer shall be responsible for payment of the amounts owed Company for transportation service and gas supply provided to Customer during the applicable period for which it has been determined that Customer's meter was in error to the favor of Customer.

**ARTICLE 6**  
**STATEMENTS AND RECORDS**

- 6.1 On or about the fifteenth (15th) Day of each calendar month after commencement of Gas receipts and deliveries hereunder, Company shall render to Customer a statement for the preceding Month showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the sixth (6th) Day of the Month in which the statement requiring such data is to be rendered.
- 6.2 Both parties hereto shall have the right at any and all reasonable times within twenty four (24) months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

- 6.3 All calculations made pursuant to the Agreement shall be carried out five places to the right of the decimal.
- 6.4 Customer agrees to supply to Company, at Company's request at any time and from time to time, a sample of the liquids removed from the gas stream of the facilities which deliver gas to Company which sample is to be taken from a point upstream from the Point of Receipt. Said sample shall not contain any toxic, hazardous, or deleterious materials or any materials which Company, in its sole discretion, deems in any way harmful to its facilities, personnel or the environment, including, but not limited to, polychlorinated biphenyls (PCBs), and substances or materials considered hazardous or other similar terms, or requiring investigation, remediation or removal under any federal, state or local statute, regulation, rule or ordinance or any amendments thereof whether now in effect or as may be in effect in the future. If such samples contain any such materials or substances, Company shall have the right, in its sole discretion and in addition to other remedies available to it, to immediately cease receipt of Gas through the Point of Receipt until such time as all such materials or substances are eliminated from the Gas such that Company, in its sole discretion, elects to again receive such Gas through the Point of Receipt. Should Customer fail or refuse to eliminate all such materials or substances within a reasonable time, Company shall have the right, upon written notice, to terminate this Agreement. Customer hereby expressly agrees to indemnify and hold Company and Company's affiliates harmless from and against any and all liabilities, losses, claims, damages, actions, costs, fines, and expenses of whatever nature, including, but not limited to, court costs, and attorney's fees arising out of or in any manner relating to the presence of PCBs and/or any other toxic, hazardous, deleterious, harmful, or unsafe materials as described above in Gas delivered by or on behalf of Customer into Company's system.

**ARTICLE 7**  
**MEASUREMENT AND TESTS OF GAS AND EQUIPMENT**

The measurement and tests for quality of Gas delivered and delivered by Customer hereunder shall be governed as follows:

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

- 7.1 The quantities of Gas received and delivered shall be measured by means of meters of standard type which conform to the American Gas Association Measurement Committee Reports and other industry standards as to construction and installation.
- 7.2 The unit of volume for purposes of measurement shall be one (1) cubic foot of Gas at a temperature base of sixty degrees (60°) Fahrenheit and at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute. The assumed atmospheric pressure shall be as nearly correct as possible for all locations in the state but shall not be less than 13.6 psia or greater than 14.5 psia.
- 7.3 Temperature shall be determined by a recording thermometer continuously used and installed according to Paragraph 7.1.
- 7.4 Specific gravity shall be determined with accuracy to the nearest one thousandth (.001) by use of an instrument that conforms to industry standards.
- 7.5 Whenever the conditions of pressure and temperature differ from the standards, conversion of the volumes from these conditions to the standard conditions shall be in accordance with the Ideal Gas Laws corrected for deviation from Boyle's Law, all to be in accordance with methods and tables set out in the American Gas Association Measurement Committee Reports, or by other accepted methods that may be used from time to time.
- 7.6 The gross heating value of the Gas shall be determined by means of a sampling method of general use in the Gas industry except that for Points of Receipt and Points of Delivery receiving ten million cubic feet of gas per Day, a gas chromatograph shall be used. The location of the sampling equipment shall be determined by Company in its sole discretion but shall be at a location where a representative sample of the Gas to which it applies may be taken.
- 7.7 Tests to determine total sulfur, hydrogen sulfide, oxygen, carbon dioxide, total inerts, and water vapor shall be made by approved standards methods in general use by the Gas industry. Such tests shall be made at the request of either party hereto. If a test is performed at Customer's request and shows that the quality specifications as set forth in

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

Section 4.3 hereof have been satisfied, Customer shall pay all costs and expenses of Company related to such test.

- 7.8 Except as may be otherwise provided, all measuring and testing equipment, housing devices, and materials shall be standard manufacture and type and shall, with all related equipment, appliances, and buildings, be owned, installed, maintained and operated or caused to be installed, maintained and operated by Company at the Points of Receipt and Points of Delivery. Customer may install and operate check measuring and testing equipment, which equipment and the operation thereof shall not interfere with the operation of Company's equipment.
- 7.9 The accuracy of the measuring and testing equipment shall be verified according to Company's standard for the device being used and at other reasonable times upon request of Customer or Company. Gas quality tests may be made at times of equipment testing or at other reasonable times. Unless a test is requested by Customer, notice of the time and nature of each test shall not be given by Company. If a test is requested by a Customer, then Company shall give Customer notice sufficiently in advance to permit Customer to have a representative present. Representatives of both Customer and Company may be present to observe such tests. The results of any such tests shall be considered accurate until the next tests are made. All tests of measuring equipment shall be made at Company's expense, except that Customer shall bear the expense of tests made at its request if the inaccuracy found is two percent (2%) or less.
- 7.10 If, at any time, any of the measuring or testing equipment is found to be out of service, or registering inaccurately of any percentage, it shall be adjusted at once to read accurately within the limits prescribed by the manufacturer. If such equipment is out of service or inaccurate by an amount exceeding two percent (2%) at a reading corresponding to the average rate of flow for the period since the last preceding test, the previous reading of such equipment shall be disregarded for any period definitely known or agreed upon, or if not so known or agreed upon, for a period of time equal to one-half of the elapsed time since the last test. The volume of Gas delivered during such period shall be estimated (i) by using the data recorded by any check measuring equipment if installed and accurately registering, or if not installed or registering accurately, (ii) by correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculation, or if

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

neither such method is feasible, (iii) by estimating the quantity or quality delivered based upon deliveries under similar conditions during a period when the equipment was registering accurately. No adjustment shall be made for recorded inaccuracies of two percent (2%) or less.

- 7.11 The parties hereto shall have the right to inspect equipment installed or furnished by the other or third-party operators and the charts and other measurement or testing data of all such parties at all times during business hours; but the reading, calibration, and adjustment of such equipment and changing of charts shall be done only by the party installing and furnishing the same. The parties hereto shall preserve all original test data, charts, and other similar records in such party's possession for a period of at least twenty-four (24) months. Measurement data corrections should be processed within six (6) months of the production month with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.
- 7.12 At every Point of Receipt and every Point of Delivery, the party having control over such facility shall allow the other party immediate access to the receipt and delivery information as it is generated by the party having such control. With respect to all Points of Receipt and Points of Delivery that have electronic flow measurement, both parties shall have remote telephone and electronic access to the receipt and delivery information generated at such Point of Receipt and Point of Delivery.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**ARTICLE 8**  
**TITLE TO AND RESPONSIBILITY FOR GAS**

- 8.1 Customer and Company, respectively, warrant title to all Gas delivered by it into or from the Pipeline System hereunder, and each of Customer and Company, respectively, warrant and represent each has the right to deliver the Gas hereunder, and that such Gas is free from liens and adverse claims of every kind. Customer agrees to indemnify and save Company harmless from and against all loss, damage, claims, and expense of every character with respect to Gas delivered by it on account of royalties, taxes, payments, liens, or other charges or claims arising (i) before or created upon delivery of said Gas into the Pipeline System, and (ii) upon and after delivery of said Gas from the Pipeline System to Customer.
- 8.2 Subject to compliance with the provisions of Section 8.1 above, Company warrants that title to all Gas delivered hereunder by Customer is free from liens and adverse claims of every kind. Company agrees to indemnify and save Customer harmless from and against all loss, damage, claims, and expense of every character with respect to Gas to be delivered at the Point of Delivery on account of royalties, taxes, payments, liens, or other charges or claims arising after delivery of Gas to and before withdrawal thereof from the Pipeline System by Customer.
- 8.3 As between the parties hereto, Customer or its supplier shall be deemed to be in the exclusive control and possession of the Gas until such Gas has been delivered to Company at the Point of Receipt, and after its withdrawal by Customer at the Point of Delivery. After Customer's or Customer's suppliers' delivery of such Gas at the Point of Receipt, Company shall thereafter be deemed to be in the exclusive control and possession of such Gas until its withdrawal by Customer at the Point of Delivery. The party which shall be in the exclusive control and possession of such Gas shall be responsible for all in injury or damage caused thereby and shall be responsible for any loss of Gas while in its possession, except with regard to injury, damage or loss caused by or arising out of the negligence of the nonpossessory party.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



8.4 The Pipeline System shall at all times remain the property of Company, and Customer shall have no right or property interest therein but only the right for the transportation of Gas.

**ARTICLE 9**  
**FORCE MAJEURE AND CASUALTY**

9.1 If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. Any force majeure event (other than labor disputes, strikes, or lockouts) shall be remedied so far as possible with reasonable dispatch. Settlement of strikes, lockouts, and labor disputes shall be wholly within the discretion of the party having the difficulty. The term "force majeure" shall include, but is not limited to, the following: acts of God and the public enemy; the elements; fire, accidents, breakdowns, strikes; any industrial, civil, or public disturbance; inability to obtain or delay in obtaining rights-of-way, material, supplies, permits, or labor; any act or omission by parties not subject to control by the party hereunder having the difficulty; and any laws, orders, rules, regulations, acts or restraints of any governmental body or authority, civil or military. If pursuant to the foregoing Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.

9.2 If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.

**ARTICLE 10**  
**GOVERNMENTAL RULES, REGULATIONS,**  
**AND AUTHORIZATIONS; INTERPRETATION OF AGREEMENT**

- 10.1 The Agreement is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or Gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies.
- 10.2 The Agreement shall be interpreted under the laws of the State of Oklahoma, excluding any law thereof directing the application of the laws of another jurisdiction.

**ARTICLE 11**  
**MISCELLANEOUS**

- 11.1 Any modification of terms, or amendment of any provisions hereof, shall become effective only by supplemental written agreement between the parties.
- 11.2 (A) Any of the following events or conditions shall constitute a default of Customer under the Agreement:
- (1) Default in the delivery of any payment or any sums hereunder for a period of sixty (60) Days after the same becomes due;

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

- (2) Any other breach of the material terms and conditions of the Agreement and the failure of Customer to cure such breach within thirty (30) Days after written demand by Company or such longer period of time after such notice as may be reasonably required to cure such breach if the breach is not reasonably curable within such thirty (30) Day period, provided that Customer shall have commenced such cure within such thirty (30) Day period and thereafter diligently continues its efforts to cure such breach until such breach shall have been fully cured;
- (3) Customer shall (i) apply for or consent to the appointment of or taking of possession by a receiver or liquidator of itself or substantially all of its property, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the Federal Bankruptcy Code, or (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts of Customer;
- (4) A proceeding or case shall be commenced, without the application or consent of the affected party, in any court of competent jurisdiction, seeking (i) liquidation, reorganization, dissolution, winding-up or composition or adjustment of debts of Customer (ii) the appointment of a trustee, receiver, liquidator or custodian of such party or of all or substantially all of its assets, or (iii) similar relief under any law relating to bankruptcy or insolvency, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed, for a period of ninety (90) Days; or
- (5) If any certificate, statement, representation, or warranty furnished by Customer proves to be false or incomplete in any material respect.

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

(B) Upon the happening of any event of default as set forth in subparagraph 11.2(A) above, Company shall have the right to do any one or more of the following without demand or notice of any kind:

- (1) Declare due, sue for, and receive from Customer the sum of all transportation payments and all other amounts due and owing under the Agreement plus the sum of all transportation payments and other amounts to become payable during the balance of the term of the Agreement;
- (2) Retake possession of the entire capacity of the Pipeline System without any court order or other process of law and without any rights of Company being thereupon terminated;
- (3) Terminate the Agreement and the Exhibits;
- (4) Pursue any other remedy at law or in equity.

(C) Any of the following events or conditions shall constitute an Event of Default with respect to Company under the Agreement:

- (1) Default in the crediting of any sums due to Customer or in the payment of any other sums due to Customer under the Agreement for a period of ninety (90) Days after the same is established by Company to have become due;
- (2) Company's breach of any material term or condition of the Agreement and the failure of Company to cure such breach within thirty (30) Days after written demand by Customer or such longer period of time after such notice as may be reasonably required to cure such breach if the breach is not reasonably curable within such thirty (30) Day period, provided that Company shall have commenced such cure within such thirty (30) Day period and thereafter diligently continues its efforts to cure such breach until such breach shall have been fully cured.

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

- (3) Company shall (i) apply for or consent to the appointment of or taking of possession by a receiver or liquidator of itself or substantially all of its property, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the Federal Bankruptcy Code, or (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts of Company;
- (4) A proceeding or case shall be commenced, without the application or consent of the affected party, in any court of competent jurisdiction, seeking (i) liquidation, reorganization, dissolution, winding-up or composition or adjustment of debts of Company, (ii) the appointment of a trustee, receiver, liquidator or custodian of such party or of all or substantially all of its assets, or (iii) similar relief under any law relating to bankruptcy or insolvency, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed, for a period of ninety (90) Days;
- (D) Upon the happening of any event of default as set forth in subparagraph 11.2(C) above, Customer shall have the right to do any one or more of the following without demand or notice of any kind:
- (1) Declare due, sue for, and receive from Company the sum of all outstanding credits and other amounts due and owing under the Agreement;
  - (2) Terminate the Agreement and the Exhibits;
  - (3) Pursue any other remedy at law or in equity.
- (E) The rights granted to Company and Customer hereunder shall be cumulative as to each and action on one shall not be deemed to constitute an election or waiver of any other right to which Company or Customer may be entitled.

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

- (F) Upon the termination of the Agreement, whether by lapse or time or otherwise, Customer will surrender any and all rights in the Pipeline System immediately.
- 11.3 Company shall not be liable for damages resulting from interruption of service, when such interruption is necessary to make repairs, changes, or adjustments in Company's equipment and facilities.
- 11.4 No waiver by Company or Customer of any default or the other under the Agreement shall operate as a waiver of any future default, whether of a like or different character.
- 11.5 The Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. In the event Customer sells, leases or otherwise transfers its distribution system to a third party, whether voluntarily or involuntarily, then Customer agrees, as a part of such sale, lease or transfer, to assign to such third party and to require such third party to accept the assignment of the Agreement and the Exhibits included therein, subject to the provisions of the following sentence. Neither the Agreement nor the Exhibits attached thereto nor the rights and obligations of Customer hereunder may be assigned without the consent of Company, which consent shall not be unreasonably withheld.
- 11.6 Customer will not mortgage, create a security interest in, or encumber the Agreement, or sublet the rights granted hereby, or permit its use by others, or pledge, loan, sublet, create a security interest in, or in any other manner attempt to dispose of such rights, or permit its use by others, or suffer any liens or legal process to be incurred or levied thereon; provided, however, that Customer may grant a security interest or similar encumbrance in connection with any existing financing arrangement associated with Customer's facility.
- 11.7 Except as provided below, Customer shall pay all fees, taxes, charges, and assessments imposed by or on behalf of any governmental entity in connection with the Agreement or in connection with the purchase, transportation, and disposition of Gas by or on behalf of Customer pursuant to the Agreement including but not limited to municipal and/or supplemental fees, franchise fees and any supplements thereto and taxes; provided that Company shall pay all ad valorem taxes and assessments levied on the Pipeline System

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

and all appurtenant facilities. Company shall file all returns required for the Pipeline System and all appurtenant facilities. Customer will furnish Company with any information available to Customer in connection with Company's obligations under this section.

- 11.8 Company and Customer agree to exercise and take reasonable steps necessary to safeguard and cause their officers, directors, employees, agents, advisers, and representatives to safeguard the confidentiality of the Agreement and the terms and conditions thereof (as contrasted with the existence and effectiveness of the Agreement which are not confidential) and not to disclose any part of it or any information derived there from or any negotiations relating thereto to any party or person except that limited number of people within Company's and Customer's organizations, and their advisers, lenders and potential investors, as may need to know the terms and conditions hereof in order to evaluate, understand, execute and perform the Agreement. Company and Customer agree not to copy or permit the copying of the Agreement, except as may be necessary for their operations. In the event Customer or Company or any of their officers, directors, employees, agents, or representatives, is requested or required (by oral or written question or request for information or documents in legal proceedings, interrogatories, subpoena, Civil Investigative Demand or similar process) to disclose any information concerning the Agreement or the terms and conditions thereof or any negotiations relating thereto, it is agreed that the party receiving such question or request will provide the other parties with prompt notice thereof so that such other parties may seek a protective order or other appropriate relief or a release from the other parties. It is further agreed that if, in the absence of a protective order or receipt of a release, the other party is compelled to disclose such information or else stand liable for contempt or suffer other censure or penalty or adverse effect, then such party may disclose such information. The parties hereto are further authorized to make disclosure of the Agreement as may be required by Federal, state, or local regulation or agency or as may be required by auditors or accountants in connection with the preparation of financial statements or tax returns. Disclosure hereunder shall not constitute a basis for defense, termination, or modification of the Agreement.

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**ARTICLE 12  
DISPUTE RESOLUTION**

- 12.1 Any dispute arising out of or relating to this Agreement for which a claim or demand is asserted that is equal to or exceeds a value of \$25,000 shall be resolved in accordance with the procedures specified in this Article 12, which shall be the sole and exclusive procedures for the resolution of any such disputes. The cost of conducting the dispute resolution process, including the fees and expenses of any arbitrators, shall be shared equally by the parties, and each party shall bear its own costs, including any attorneys' fees or other expenses incurred in the process. Each party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement, unless to do so would be impossible or impracticable under the circumstances.
- 12.2 **Negotiation.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between management level personnel who have authority to settle the controversy. Any person may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. Within thirty (30) days after delivery of the initial notice, the designated managing personnel of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- 12.3 **Arbitration.** Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, which has not been resolved by negotiation as provided above within sixty (60) days after initiation of negotiations shall be finally resolved by arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by (i) a sole arbitrator agreed upon by the parties if the dispute is between \$25,000 and \$250,000, or (ii) three independent and impartial arbitrators, of whom each party shall designate one, if the dispute is in excess of

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



\$250,000. All arbitrators shall be knowledgeable in the natural gas industry. The arbitrator(s) shall have no authority to award consequential, punitive or exemplary damages. Provided, however, if one party fails to participate in the negotiation as agreed herein, the other party can commence arbitration prior to the expiration of the time periods set forth. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed, the place of arbitration shall be Oklahoma City, Oklahoma.

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

<b>Effective</b>	<b>Order No.</b>	<b>Cause/Docket No.</b>
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

**RATES SCHEDULE 2000  
GENERAL TERMS AND CONDITIONS  
FOR TRANSPORTATION**

**ARTICLE 1**

**DEFINITIONS**

- 1.1 "Affiliate" shall mean any person, entity, or business section, or division that directly or through one or more intermediaries' controls, is controlled by, or is under common control with the entity in question.
- 1.2 "Agreement" shall mean the agreement to which the General Terms and Conditions for Transportation apply.
- 1.3 "Aggregator" shall mean a supplier of gas.
- 1.4 "Btu" shall mean British thermal unit(s) and shall be computed on a temperature base of sixty degrees (60°) Fahrenheit and a pressure base of fourteen and seventy-three hundredths (14.73) psia and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and "MMBtu" shall mean one million (1,000,000) Btu.
- 1.5 "Commission" shall mean the Oklahoma Corporation Commission.
- 1.6 "Critical Day Notice" shall mean the notice which the Company issues with respect to any Day in which the receipts of Gas into and deliveries of Gas from the Pipeline System must be in balance with respect to any Customer. Such notices shall be issued by telephone, facsimile, or electronic mail within two (2) hours of receiving such notice from Company's upstream transportation provider or by 9:30 a.m. the day prior to the Gas Day in which the Critical Day Notice shall apply and shall be issued with respect to periods in which such imbalances will affect Company's ability to meet its obligations to transport Gas.

Page 1 of 29

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

- 1.7 "Company" shall mean Oklahoma Natural Gas Company, a division of ONE Gas, Inc., when it is acting as Company on the Pipeline System.
- 1.8 "Customer" shall mean a consumer which subscribes to natural gas services provided by Oklahoma Natural Gas Company.
- 1.9 "Dekatherm" (Dth) shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.
- 1.10 "Day" shall mean the 24-hour period commencing at 9:00 a.m. (central clock time) on one calendar day and ending at 9:00 a.m. (central clock time) the following calendar day.
- 1.11 "Dry" shall mean the heating value calculation being determined with no water vapor present.
- 1.12 "Effective Date" shall mean the date specified in the Agreement.
- 1.13 "Gas" or "natural gas" shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.
- 1.14 "Gas Transportation Order" shall mean a completed Exhibit A relating to the applicable gas transportation service Agreement.
- 1.15 "Gross Heating Value" or "Gross" shall mean the amount of energy transferred as heat per mass or mole from the complete combustion of the gas with oxygen (from air), at a base temperature in which all water formed by the reaction condenses to liquid.
- 1.16 "Mcf" shall mean one thousand (1,000) cubic feet of Gas.

Page 2 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

- 1.17 "Maximum Daily Quantity" shall mean the maximum daily quantity of Gas that Customer may transport during a twenty-four (24) hour period (Day) as set forth in the applicable tariff.
- 1.18 "Month" shall mean the period beginning at 9:00 a.m. central clock time on the first Day of each calendar month and ending at 9:00 a.m. central clock time on the first Day of the next succeeding calendar month, except where references not involving Gas measurement volumes are involved, in which case the calendar month shall be deemed to be referred to.
- 1.19 "OGT" shall mean ONEOK Gas Transportation, L.L.C., or successor thereto.
- 1.20 "PDA" shall mean a predetermined allocation method.
- 1.21 "Pipeline System" shall mean the current existing utility distribution facilities of Company located in the State of Oklahoma.
- 1.22 "Point of Delivery" shall mean the point or points where Gas is delivered from the Pipeline System to or for the account of Customer and are shown on the applicable Gas Transportation Order. Each Point of Delivery shall be treated separately with respect to all rights and obligations and all actions to be taken pursuant to the Agreement and the Exhibits attached thereto, including, without limitation, nominations, balancing, Gas quality, delivery pressure and force majeure.
- 1.23 "Point Operator" shall mean the person or entity that controls the Point of Receipt or Point of Delivery.
- 1.224 "Point of Receipt" shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer, as described on the applicable Gas Transportation Order.
- 1.25 "Psia" shall mean pounds per square inch, absolute.
- 1.26 "Psig" shall mean pounds per square inch, gauge.

Page 3 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

- 1.27 "Real" shall mean the division of the ideal heating value by the compressibility of the gas. This creates an ideal Gross Heating Value per Real cubic foot.
- 1.28 "Section 6 Price" shall mean with respect to a particular Month the Average Rate (per Dth) as shown in Section 6 of the Average Cost of Gas Purchased Report attached to the Purchased Gas Adjustment Rate Memorandum filed by Oklahoma Natural Gas Company with the Oklahoma Corporation Commission for the Month in which such payment is due.
- 1.29 "Tariff" shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the Commission and approved by the Director of the Public Utility Division.
- 1.30 "Week" shall mean a period of seven (7) consecutive Days beginning at 9:00 a.m. central clock time on each Monday and ending at the same time on the next succeeding Monday.
- 1.31 "Year" shall mean a period of three hundred sixty-five (365) consecutive Days, or three hundred sixty-six (366) consecutive Days when such period includes a February 29.

**ARTICLE 2**  
**RESTRICTIONS AND RESERVATIONS**

- 2.1 It is understood and agreed that Customer has only the right to transportation service in the Pipeline System and all equipment, including (but not in any way limited thereto) all pipe, valves, fittings, and meters comprising the Pipeline System and all other property and capacity rights and interests, shall at all times during the term of the Agreement remain the property of Company. Customer agrees not to cause or permit any liens or encumbrances to be filed with respect to the Pipeline System by reason of Customer's actions. Customer's Gas shall at all times remain the property of Customer, and Company shall have no right or property interest therein.
- 2.2 Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System, nor shall Customer bear

Page 4 of 29

<u>Rates Authorized By The Oklahoma Corporation Commission:</u>		
Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**OKLAHOMA NATURAL GAS COMPANY**  
**P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA**

Tariff 2000

any cost of any alterations, additions, repairs, maintenance or replacements made to or on said Pipeline System.

- 2.3 Customer agrees not to connect or cause the connection of any third party to the Pipeline System for any purpose without the express written approval and consent of Company to be granted in Company's sole discretion. Customer further agrees not to transport or cause to be transported any Gas for any third party. If either of these conditions is breached by Customer, Company shall have the right and option, notwithstanding any other provision of the Agreement or the General Terms and Conditions for Transportation, to terminate the Agreement including the Exhibits thereto immediately and without further obligation to Customer.
- 2.4 Company presently is transporting Gas to third parties on the Pipeline System and shall have the right in the future to transport additional Gas for such purposes and to transport Gas to additional third parties as it may desire, and Company shall have the right to make additional connections to the Pipeline System as may be required to serve presently existing and new customers, all of which is subject to the provisions of the Agreement. Company's transportation of Gas hereunder shall not obligate Company in any manner beyond the terms of the Agreement and the Exhibits attached thereto.
- 2.5 Company shall own any and all liquids which are recovered from the Pipeline System and may use, sell or transfer all liquids without having to account in any manner, or pay any monies or other consideration to Customer.
- 2.6 The Company reserves the unilateral right from time to time to seek Commission approval to make any changes to, or to supersede, the rates, charges and any terms stated in the tariffs, rate schedules, the agreements, and the General Terms and Conditions.

Page 5 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

**ARTICLE 3  
OPERATIONS**

- 3.1 Customer shall deliver its Gas into the Pipeline System at the Points of Receipt described on the applicable Gas Transportation Order, as it now exists and as it may be amended. Customer shall have no right to require Gas to be received at any particular Point of Receipt and Company may delete such points or modify the capacity thereof from time to time and at any time in its sole discretion with no further obligation to Customer with respect to such Point of Receipt. All supplies of Gas delivered to the Pipeline System must comply with the terms and conditions of the Agreement and the exhibits attached thereto. In no event shall Company be required to expand, modify, construct, rearrange, or change the operations of the Pipeline System in order to receive Gas from or on behalf of Customer or in order to deliver Gas to Customer at any existing Points of Delivery.
- 3.2 Customer shall advise (in a method and format approved by Company in its sole discretion) Company with respect to each Day, Week and Month the name of each supplier with whom it has a contract (and the name of the individual with such supplier responsible for Customer's account), which source of supply is delivering to Company, how much Gas is nominated to be delivered to Company from each source of supply (i.e., each well, plant, or other desired Point of Receipt) and the anticipated deliveries at each Point of Delivery. Customer's nomination shall be in good faith, in balance between Points of Receipt and Points of Delivery, and shall be based on Customer's commercially reasonable best efforts to estimate usage for that next Day, Week and Month and shall in no event exceed the Maximum Daily Quantity set forth on the Gas Transportation Order (as may be changed pursuant to the tariff) on any day with respect to which a Critical Day Notice has been issued. Customer shall not intentionally nominate more or less Gas than is anticipated for consumption by Customer, except as may be needed for balancing purposes to the extent Company accepts such nomination. Such nomination and estimated consumption for a Day or Month shall be supplied to Company on or before 11:30 a.m. of the last working Day prior to the Day of flow. At intervals reasonably required by Company, Customer shall be obligated to furnish Company with schedules showing the daily Dths of Gas Customer desires to deliver at each Point of Receipt. Customer shall exercise its commercially reasonable best efforts to deliver to the Pipeline System Dths of Gas that Company is to deliver from the Pipeline System to Customer

Page 6 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
August 5, 2014	628742	<u>PUD 201500213</u>
July 5, 2011	586900	PUD 201400069
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

**OKLAHOMA NATURAL GAS COMPANY**  
**P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA**

Tariff 2000

- during any particular Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities.
- 3.3 Receipt and Delivery nominations received from Aggregators and Customers shall be made available to Point Operators for their confirmation to deliver or receive such nominated Gas flow volumes. Point Operator may confirm nominations at the lesser of the nominated volume or the available flow volume. If no communication is received from the Point Operator, nominations stand as confirmed.
- 3.4 Confirmed nominations from Aggregators and Customers for any Day under firm rate schedules shall be used to calculate the amount of capacity available for transportation under all other rate schedules for such Day.
- 3.5 Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how Gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.
- 3.6 The standard nominations timeline is as follows: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Company; Noon for quick response (acknowledgment of receipt); 3:30 p.m. for receipt of completed confirmations by Company from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Aggregator, Customer and Point Operator (central clock time on the Day prior to flow).
- 3.7 Intra-day nominations are those submitted after the nominations deadline to be effective for either the same Gas Day or for the next Gas Day and runs through the end of that Gas Day. An Aggregator or Customer may submit an intra-day nomination by 10 a.m. for gas to flow by 5 p.m. of that same Day or a nomination which is submitted by 5 p.m. will allow for Gas to flow by 9 p.m. of that same Day. Intra-day nominations shall be scheduled after all timely nominations.
- 3.9 Customer's Gas shall be delivered to Customer from the Pipeline System at the Points of Delivery. To the extent that Customer's acts or omissions cause Company to incur,

Page 7 of 29

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



**OKLAHOMA NATURAL GAS COMPANY**  
**P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA**

Tariff 2000

directly or indirectly, fees, charges, expenses, or penalties from a supplier or transporter for failure to satisfy such supplier's or transporter's balancing or nomination requirements, then Customer agrees to reimburse Company for such fees, charges, expenses, or penalties, and defend, indemnify, and hold Company harmless with respect thereto. Any fees, charges, expenses or penalties which were determined to be in error will be credited back to the Customer.

- 3.10 The Point of Receipt and Point of Delivery may be, or may later become points through which other quantities of Gas are being measured; therefore, the measurement of Gas under the Agreement may involve the allocation of Gas deliveries. In such event, each party hereto will furnish, or cause to be furnished, to the other all data required to accurately account for all Gas.
- 3.11 Except as may be set forth on a Gas Transportation Order, Company shall receive and deliver Gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, Gas control limitations and other operating conditions, to stay in zero (0) imbalance each hour and each Day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Customer shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero (0) imbalance as practicable.
- 3.12 Imbalances

(A) The following cash out provisions shall be applied to each individual Point of Delivery that is being provided service pursuant to Rate Schedule 291-T, 391-T, 691-T, 691-T2, and 901-T.:

- 1) Customer shall not deliver into the Pipeline System more Dths of Gas than Company delivers to the Customer's account at the Point of Delivery during a Month. At the end of the Month in which an over-delivery occurred, Customer shall sell such excess Gas to Company at the price specified in Subsection

Page 8 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

3.12(A) (3) below.

2) If Company receives less Dths of Gas than are delivered to the Point of Delivery in any particular Month, then Customer shall purchase such under-delivered volumes in accordance with the provisions of Subsection 3.12(A)(3) below.

2)

3) Receipts in excess of deliveries shall be purchased by Company from Customer at the following prices:

Percent by Which Receipts Exceed Deliveries	Purchase Price
Less than 5% Month	Imbalance rolls to the next billing Month
5% but less than 10%	.9 x Lowest Common Price
10% but less than 20%	.8 x Lowest Common Price
20% or greater	.7 x Lowest Common Price

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Deliveries in excess of receipts shall be sold by Company to the Customer at the following prices:

Percent by Which Deliveries Exceed Receipts	Purchase Price
Less than 5% Month	Imbalance rolls to the next billing Month
5% but less than 10%	1.1 x Highest Common Price
10% but less than 20%	1.2 x Highest Common Price
20% or greater	1.3 x Highest Common Price

If the imbalance percentage equals or exceeds five percent (5%), then the purchase or sale described above shall be calculated at the maximum purchase price achieved for all imbalance volumes accrued for such period.

The monthly transport payments shall not be abated with respect to a Month in which under-deliveries occurred except as provided in Article 9 and Article 10 hereof.

Page 9 of 29

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

- 4) Lowest Common Price shall be defined as the lowest of the range of common prices published on any day during the applicable Month by ~~Gas Daily (Houston Edition)~~ Platt's Gas Daily for Gas delivered in Oklahoma to OGT or if Gas prices for Gas delivered into the Company are ever separately quoted, then the price quoted for Gas delivered into Company shall be utilized.
- 5) Highest Common Price shall be defined as the highest of the range of common prices published on any day during the applicable Month by ~~Gas Daily (Houston Edition)~~ Platt's Gas Daily for Gas delivered in Oklahoma into OGT or if Gas prices for Gas delivered into the Company are ever separately quoted, then the price quoted for Gas delivered into Company shall be utilized.

(B) The following provisions shall be applied to each individual Point of Delivery that is being provided service pursuant to Rate Schedules 255-T, 655-T, 701, and 705:

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(1) If Customer delivers to the Pipeline System Dths of Gas in excess of the Dths of Gas withdrawn in a Month, then such excess shall be deemed to be deliveries for the next Month. Customer shall not deliver into the Pipeline System more than one hundred five percent (105%) of the Dths of Gas withdrawn during a Month. If Customer fails to comply with such limitation, Company shall have the right to take any and all action that it deems necessary to enforce the above described limitation. Notwithstanding the Customer's efforts to comply with such limitation if, during any Month, the amount of Gas delivered or deemed to be delivered into the Pipeline System exceeds by more than five percent (5%) the Dths of Gas withdrawn during that Month, then Customer shall pay to Company an amount equal to the Dths of Gas in excess of the five percent (5%) limit described above times one dollar (\$1.00) per Dth. Such one dollar (\$1.00) per Dth fee shall not be refunded or subject to credit to Customer.

(2) Customer shall not deliver into the Pipeline System less than ninety-five percent (95%) of the Dths of Gas withdrawn during a Month. If Customer fails to comply with such limitation, Company shall have the right to take any and all action that it deems necessary to enforce the above described limitation.

Page 10 of 29

Rates Authorized By The Oklahoma Corporation

Commission:

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**OKLAHOMA NATURAL GAS COMPANY**  
**P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA**

Tariff 2000

Notwithstanding the Customer's efforts to comply with such limitation, if, during any Month, the amount of Gas delivered or deemed to be delivered into the Pipeline System is less than one hundred percent (100%) of the Dths of Gas withdrawn during that Month, then Customer shall purchase from Company Gas equal to the total under-delivered Dths for that Month and pay to Company an amount equal to the Dths of Gas under-delivered times the sum of the Section 6 Price. If, during any Month, the amount of Gas delivered or deemed to be delivered into the Pipeline System is less than ninety-five percent (95%) of the Dths of Gas withdrawn during that Month, then Customer shall also pay to Company as an under-delivery fee an additional fifty cents (\$0.50) per Dth for the volumes less than ninety-five percent (95%) of the Dths of Gas withdrawn during that Month. Customer will not be allowed to make up the under-delivery in future Months and any fees charged for such under-delivery shall not be refunded or subject to credit to Customer.

(C) Upon the issuance by the Company of a Critical Day(s) Notice, Aggregators and Customers will, in addition to the monthly cash out provision described above, be subject to the following imbalance provisions per Dth on a daily basis, unless the excess deliveries of Gas do not, in Company's sole opinion, exacerbate the conditions on the Pipeline System for which the Critical Day Notice was issued:

Daily Imbalance Between Receipts and Deliveries	Imbalance Fee
Less than 3%	Zero
3% or greater	2 x Highest Price

6) Highest Price shall be defined as the highest of the range of common prices published on the Day following the Day on which the imbalance occurred by Gas Daily (Houston Edition) Platt's Gas Daily for Gas delivered in Oklahoma to any pipeline.

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3.13 Customer and Company shall exercise their commercially reasonable best efforts to comply with all of the standards established by the North American Energy Standards

Page 11 of 29

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
August 5, 2014	628742	<u>PUD 201500213</u>
July 5, 2011	586900	PUD 201400069
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

Board, Inc. ("NAESB"), but in no event shall either party be required to comply with the NAESB standards if such compliance has a material adverse affect upon such party.

- 3.14 In the event Customer agrees to have the Company secure upstream services for Customer's use, then Customer agrees to comply with all operating conditions and any and all other contractual terms and conditions required by such upstream service provider.
- 3.15 In the event Customer's source of gas supply is terminated by Customer's supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the giving of five (5) business days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer and effective with the next billing cycle. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond in accordance with the provisions of Article 5 hereof. Customers whose annual transportation volume is 30,000 Dth or more must return to transportation service within sixty (60) days.

**ARTICLE 4**  
**PRESSURE AND QUALITY OF GAS**

- 4.1 Customer shall deliver (or cause to be delivered) the Gas to the Pipeline System at the Point of Receipt at a pressure sufficient to effect delivery into the Pipeline System at that point. If necessary, Customer shall provide additional compression to make such deliveries hereunder, and Company shall not have any cost or responsibility in that regard.
- 4.2 Subject to the provisions of Section 4.1 above, the Gas shall be delivered to Customer from the Pipeline System at the Points of Delivery at pressures sufficient to effect deliveries to Customer's facilities, but not to exceed the maximum pressure that has existed for each Point of Delivery.
- 4.3 Gas delivered by and to Customer shall be commercially free of dust, gums, gum-forming constituents, gasoline, water, and any other substance that may become separated

Page 12 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
August 5, 2014	628742	<u>PUD 201500213</u>
July 5, 2011	586900	PUD 201400069
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

from the Gas during the handling hereof. All Gas received shall conform to the following additional specifications:

- (A) Contain not more than one-quarter (1/4) grain of hydrogen sulfide per 100 cubic feet, as determined by a method generally acceptable for use in the gas industry;
- (B) Contain not more than twenty (20) grains of total sulfur per 100 cubic feet;
- (C) Contain not more than two percent (2%) by volume of carbon dioxide;
- (D) Contain not more than four percent (4%) by volume of total inerts, including carbon dioxide and nitrogen;
- (E) Contain not more than two-tenths of one percent (.2%) by volume of oxygen;
- (F) Contain a gross heating value equivalent to at least 980 British Thermal Units per cubic foot, and not to exceed 1080 British Thermal Units per cubic foot;
- (G) Have a temperature of not more than one hundred twenty degrees (120°) Fahrenheit;
- (H) Contain no water or hydrocarbons in liquid form;
- (I) Contain not more than 7 pounds of water in vapor stage per 1,000 Mcf of gas; and
- (J) Be interchangeable with the Company's system Gas at the Point of Receipt or delivered to the nearest customer, city border station, or other pipeline interconnected with such receiving facility or downstream of the Point of Receipt.

**ARTICLE 5**  
**PAYMENT**

- 5.1 Should Customer fail to pay or deliver any or all of the amount of the transportation payment and/or other fees due under any exhibit when such amount is due interest on the

Page 13 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**OKLAHOMA NATURAL GAS COMPANY**  
**P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA**

Tariff 2000

unpaid portion shall accrue at a rate (which in no event shall be higher than the maximum rate permitted by applicable law) equal to one and one-half percent (1 ½%) per month from the due date until the date of payment. If such failure to pay continues for fifteen (15) Days after payment is due, Company, in addition to any other remedy it may have, may suspend further receipts and deliveries of Gas until such amount is paid; provided, however, that if Customer in good faith shall dispute in writing the amount of any such bill or part thereof and shall pay to Company such amounts as it concedes to be correct and, at any time thereafter within thirty (30) Days of the due date of such payment, shall furnish a good and sufficient surety bond in an amount and with surety satisfactory to Company, guaranteeing payment to Company of the amount ultimately found due upon such bills, including interest thereon, after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Company shall not be entitled to suspend further receipts and withdrawals of Gas unless and until default be made in the conditions of such bond. As an alternative to posting a bond, Customer may pay the portion of any amount in dispute without waiving its rights to recoup any monies improperly billed.

If the portion of any amount in dispute is ultimately determined to be incorrect, such amount shall be refunded by Company to Customer together with interest thereon at a rate (which in no event shall be higher than the maximum allowed by law) equal to one and one-half percent (1½%) per Month for the period from the date of payment to Company to the date of refund by Company.

- 5.2 Customer agrees to pay any amounts due pursuant to the Agreement and the General Terms and Conditions for Transportation to Company within ten (10) Days after receipt of an invoice from Company.
- 5.3 Company reserves the right, prior to initiation of service, to require a cash deposit or bond in favor of Oklahoma Natural Gas Company in order to assure payment of amounts that may become due pursuant to the Agreement and the exhibits attached thereto. In the event Customer's financial condition materially weakens or Customer fails to make timely payment in accordance with Article 5 after the execution of the Agreement, then upon written request from Company, Customer agrees to deposit cash with Oklahoma Natural or secure a bond in favor of Oklahoma Natural in order to assure the payment of amounts

Page 14 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

that may become due pursuant to the Agreement and the exhibits attached thereto. Such deposit or bond shall be furnished to Oklahoma Natural within fifteen (15) days after a request by Oklahoma Natural is made for such deposit or bond and shall be made in a form and amount satisfactory to Oklahoma Natural. If such deposit or bond is not furnished in a timely manner, or if a bond expires or is canceled prior to the end of the period specified below, or if the cash deposit or bond is not increased as specified below, then leasing of capacity and the rendering of all other services may be suspended by Oklahoma Natural in its sole discretion until such deposit or bond is furnished, renewed or increased, as applicable.

- 5.4 Nothing in this Article 5 shall be deemed to supersede the respective rights and obligations of Company and Customer as provided by Oklahoma statutes and the Rules of the Oklahoma Corporation Commission, as such statutes or rules may be amended from time to time, with respect to adjustments to the amounts owed by Customer as a result of errors in Customer's meter or errors in reading Customer's meter. Customer shall be responsible for payment of the amounts owed Company for transportation service and gas supply provided to Customer during the applicable period for which it has been determined that Customer's meter was in error to the favor of Customer.

#### **ARTICLE 6** **STATEMENTS AND RECORDS**

- 6.1 On or about the fifteenth (15th) Day of each calendar month after commencement of Gas receipts and deliveries hereunder, Company shall render to Customer a statement for the preceding Month showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the sixth (6th) Day of the Month in which the statement requiring such data is to be rendered.
- 6.2 Both parties hereto shall have the right at any and all reasonable times within twenty four (24) months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.

Page 15 of 29

<u>Rates Authorized By The Oklahoma Corporation Commission:</u>		
Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110



OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

- 6.3 All calculations made pursuant to the Agreement shall be carried out five places to the right of the decimal.
- 6.4 Customer agrees to supply to Company, at Company's request at any time and from time to time, a sample of the liquids removed from the gas stream of the facilities which deliver gas to Company which sample is to be taken from a point upstream from the Point of Receipt. Said sample shall not contain any toxic, hazardous, or deleterious materials or any materials which Company, in its sole discretion, deems in any way harmful to its facilities, personnel or the environment, including, but not limited to, polychlorinated byphenyls (PCBs), and substances or materials considered hazardous or other similar terms, or requiring investigation, remediation or removal under any federal, state or local statute, regulation, rule or ordinance or any amendments thereof whether now in effect or as may be in effect in the future. If such samples contain any such materials or substances, Company shall have the right, in its sole discretion and in addition to other remedies available to it, to immediately cease receipt of Gas through the Point of Receipt until such time as all such materials or substances are eliminated from the Gas such that Company, in its sole discretion, elects to again receive such Gas through the Point of Receipt. Should Customer fail or refuse to eliminate all such materials or substances within a reasonable time, Company shall have the right, upon written notice, to terminate this Agreement. Customer hereby expressly agrees to indemnify and hold Company and Company's affiliates harmless from and against any and all liabilities, losses, claims, damages, actions, costs, fines, and expenses of whatever nature, including, but not limited to, court costs, and attorney's fees arising out of or in any manner relating to the presence of PCBs and/or any other toxic, hazardous, deleterious, harmful, or unsafe materials as described above in Gas delivered by or on behalf of Customer into Company's system.

**ARTICLE 7**  
**MEASUREMENT AND TESTS OF GAS AND EQUIPMENT**

The measurement and tests for quality of Gas delivered and delivered by Customer hereunder shall be governed as follows:

Page 16 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

- 7.1 The quantities of Gas received and delivered shall be measured by means of meters of standard type which conform to the American Gas Association Measurement Committee Reports and other industry standards as to construction and installation.
- 7.2 The unit of volume for purposes of measurement shall be one (1) cubic foot of Gas at a temperature base of sixty degrees (60°) Fahrenheit and at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute. The assumed atmospheric pressure shall be as nearly correct as possible for all locations in the state but shall not be less than 13.6 psia or greater than 14.5 psia.
- 7.3 Temperature shall be determined by a recording thermometer continuously used and installed according to Paragraph 7.1.
- 7.4 Specific gravity shall be determined with accuracy to the nearest one thousandth (.001) by use of an instrument that conforms to industry standards.
- 7.5 Whenever the conditions of pressure and temperature differ from the standards, conversion of the volumes from these conditions to the standard conditions shall be in accordance with the Ideal Gas Laws corrected for deviation from Boyle's Law, all to be in accordance with methods and tables set out in the American Gas Association Measurement Committee Reports, or by other accepted methods that may be used from time to time.
- 7.6 The gross heating value of the Gas shall be determined by means of a sampling method of general use in the Gas industry except that for Points of Receipt and Points of Delivery receiving ten million cubic feet of gas per Day, a gas chromatograph shall be used. The location of the sampling equipment shall be determined by Company in its sole discretion but shall be at a location where a representative sample of the Gas to which it applies may be taken.
- 7.7 Tests to determine total sulfur, hydrogen sulfide, oxygen, carbon dioxide, total inerts, and water vapor shall be made by approved standards methods in general use by the Gas industry. Such tests shall be made at the request of either party hereto. If a test is performed at Customer's request and shows that the quality specifications as set forth in

Page 17 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**OKLAHOMA NATURAL GAS COMPANY**  
**P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA**

Tariff 2000

Section 4.3 hereof have been satisfied, Customer shall pay all costs and expenses of Company related to such test.

- 7.8 Except as may be otherwise provided, all measuring and testing equipment, housing devices, and materials shall be standard manufacture and type and shall, with all related equipment, appliances, and buildings, be owned, installed, maintained and operated or caused to be installed, maintained and operated by Company at the Points of Receipt and Points of Delivery. Customer may install and operate check measuring and testing equipment, which equipment and the operation thereof shall not interfere with the operation of Company's equipment.
- 7.9 The accuracy of the measuring and testing equipment shall be verified according to Company's standard for the device being used and at other reasonable times upon request of Customer or Company. Gas quality tests may be made at times of equipment testing or at other reasonable times. Unless a test is requested by Customer, notice of the time and nature of each test shall not be given by Company. If a test is requested by a Customer, then Company shall give Customer notice sufficiently in advance to permit Customer to have a representative present. Representatives of both Customer and Company may be present to observe such tests. The results of any such tests shall be considered accurate until the next tests are made. All tests of measuring equipment shall be made at Company's expense, except that Customer shall bear the expense of tests made at its request if the inaccuracy found is two percent (2%) or less.
- 7.10 If, at any time, any of the measuring or testing equipment is found to be out of service, or registering inaccurately of any percentage, it shall be adjusted at once to read accurately within the limits prescribed by the manufacturer. If such equipment is out of service or inaccurate by an amount exceeding two percent (2%) at a reading corresponding to the average rate of flow for the period since the last preceding test, the previous reading of such equipment shall be disregarded for any period definitely known or agreed upon, or if not so known or agreed upon, for a period of time equal to one-half of the elapsed time since the last test. The volume of Gas delivered during such period shall be estimated (i) by using the data recorded by any check measuring equipment if installed and accurately registering, or if not installed or registering accurately, (ii) by correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculation, or if

Page 18 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

**OKLAHOMA NATURAL GAS COMPANY**  
**P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA**

Tariff 2000

neither such method is feasible, (iii) by estimating the quantity or quality delivered based upon deliveries under similar conditions during a period when the equipment was registering accurately. No adjustment shall be made for recorded inaccuracies of two percent (2%) or less.

- 7.11 The parties hereto shall have the right to inspect equipment installed or furnished by the other or third-party operators and the charts and other measurement or testing data of all such parties at all times during business hours; but the reading, calibration, and adjustment of such equipment and changing of charts shall be done only by the party installing and furnishing the same. The parties hereto shall preserve all original test data, charts, and other similar records in such party's possession for a period of at least twenty-four (24) months. Measurement data corrections should be processed within six (6) months of the production month with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.
- 7.12 At every Point of Receipt and every Point of Delivery, the party having control over such facility shall allow the other party immediate access to the receipt and delivery information as it is generated by the party having such control. With respect to all Points of Receipt and Points of Delivery that have electronic flow measurement, both parties shall have remote telephone and electronic access to the receipt and delivery information generated at such Point of Receipt and Point of Delivery.

Page 19 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

**ARTICLE 8**  
**TITLE TO AND RESPONSIBILITY FOR GAS**

- 8.1 Customer and Company, respectively, warrant title to all Gas delivered by it into or from the Pipeline System hereunder, and each of Customer and Company, respectively, warrant and represent each has the right to deliver the Gas hereunder, and that such Gas is free from liens and adverse claims of every kind. Customer agrees to indemnify and save Company harmless from and against all loss, damage, claims, and expense of every character with respect to Gas delivered by it on account of royalties, taxes, payments, liens, or other charges or claims arising (i) before or created upon delivery of said Gas into the Pipeline System, and (ii) upon and after delivery of said Gas from the Pipeline System to Customer.
- 8.2 Subject to compliance with the provisions of Section 8.1 above, Company warrants that title to all Gas delivered hereunder by Customer is free from liens and adverse claims of every kind. Company agrees to indemnify and save Customer harmless from and against all loss, damage, claims, and expense of every character with respect to Gas to be delivered at the Point of Delivery on account of royalties, taxes, payments, liens, or other charges or claims arising after delivery of Gas to and before withdrawal thereof from the Pipeline System by Customer.
- 8.3 As between the parties hereto, Customer or its supplier shall be deemed to be in the exclusive control and possession of the Gas until such Gas has been delivered to Company at the Point of Receipt, and after its withdrawal by Customer at the Point of Delivery. After Customer's or Customer's suppliers' delivery of such Gas at the Point of Receipt, Company shall thereafter be deemed to be in the exclusive control and possession of such Gas until its withdrawal by Customer at the Point of Delivery. The party which shall be in the exclusive control and possession of such Gas shall be responsible for all in injury or damage caused thereby and shall be responsible for any loss of Gas while in its possession, except with regard to injury, damage or loss caused by or arising out of the negligence of the nonpossessory party.

Page 20 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

- 8.4 The Pipeline System shall at all times remain the property of Company, and Customer shall have no right or property interest therein but only the right for the transportation of Gas.

**ARTICLE 9**  
**FORCE MAJEURE AND CASUALTY**

- 9.1 If either Company or Customer is rendered unable, wholly or in part, by reason of force majeure or any other cause of any kind not reasonably within its control, other than financial, to perform or comply with their obligations hereunder, then such party's obligations or conditions shall be suspended during the continuance of such inability and such party shall be relieved of liability for failure to perform the same during such period; provided, however, obligations to make payments when due hereunder shall not be suspended. Any force majeure event (other than labor disputes, strikes, or lockouts) shall be remedied so far as possible with reasonable dispatch. Settlement of strikes, lockouts, and labor disputes shall be wholly within the discretion of the party having the difficulty. The term "force majeure" shall include, but is not limited to, the following: acts of God and the public enemy; the elements; fire, accidents, breakdowns, strikes; any industrial, civil, or public disturbance; inability to obtain or delay in obtaining rights-of-way, material, supplies, permits, or labor; any act or omission by parties not subject to control by the party hereunder having the difficulty; and any laws, orders, rules, regulations, acts or restraints of any governmental body or authority, civil or military. If pursuant to the foregoing Company curtails or temporarily discontinues the receipt or delivery of Gas hereunder, Customer agrees to hold Company harmless from any loss, claim, damage, or expense that Customer may incur by reason of such curtailment or discontinuance.
- 9.2 If a portion of the Pipeline System required to make the transportation service available is partially damaged by fire or other casualty, the damage may be repaired by Company, at its option and in its sole discretion, as speedily as practicable, due allowance being made for the time taken for the settlement of insurance claims. Until such repairs are made, the payments shall be apportioned in proportion to the portion of the capacity of the Pipeline System which is still available for the purposes hereof, such determination to be made in the sole discretion of Company. If the damage is so extensive as to render the Pipeline System wholly unusable, in Company's sole opinion, the payments, if any, shall cease

Page 21 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

until such time as the Pipeline System is again useable. In case the damage shall, in Company's sole opinion, amount substantially to a destruction of the portion of the Pipeline System available for the transportation of Gas and Company shall elect not to repair the damage, then the Agreement shall terminate at the time of such damage, and Company shall not be liable to Customer for any liability, damage, or claim which arises out of any failure to make repairs.

**ARTICLE 10**  
**GOVERNMENTAL RULES, REGULATIONS,**  
**AND AUTHORIZATIONS; INTERPRETATION OF AGREEMENT**

- 10.1 The Agreement is subject to all valid orders, laws, rules, and regulations of duly constituted State and Federal governmental authorities and agencies having jurisdiction or control over the parties, their facilities or Gas supplies, the Agreement, or any provision hereof. The Company reserves the right to seek modification or termination of any of the General Terms and Conditions, the Gas Transportation Agreement, and any of the tariffs to which it applies.
- 10.2 The Agreement shall be interpreted under the laws of the State of Oklahoma, excluding any law thereof directing the application of the laws of another jurisdiction.

**ARTICLE 11**  
**MISCELLANEOUS**

- 11.1 Any modification of terms, or amendment of any provisions hereof, shall become effective only by supplemental written agreement between the parties.
- 11.2 (A) Any of the following events or conditions shall constitute a default of Customer under the Agreement:
- (1) Default in the delivery of any payment or any sums hereunder for a period of sixty (60) Days after the same becomes due;

Page 22 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

- (2) Any other breach of the material terms and conditions of the Agreement and the failure of Customer to cure such breach within thirty (30) Days after written demand by Company or such longer period of time after such notice as may be reasonably required to cure such breach if the breach is not reasonably curable within such thirty (30) Day period, provided that Customer shall have commenced such cure within such thirty (30) Day period and thereafter diligently continues its efforts to cure such breach until such breach shall have been fully cured;
- (3) Customer shall (i) apply for or consent to the appointment of or taking of possession by a receiver or liquidator of itself or substantially all of its property, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the Federal Bankruptcy Code, or (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts of Customer;
- (4) A proceeding or case shall be commenced, without the application or consent of the affected party, in any court of competent jurisdiction, seeking (i) liquidation, reorganization, dissolution, winding-up or composition or adjustment of debts of Customer (ii) the appointment of a trustee, receiver, liquidator or custodian of such party or of all or substantially all of its assets, or (iii) similar relief under any law relating to bankruptcy or insolvency, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed, for a period of ninety (90) Days; or
- (5) If any certificate, statement, representation, or warranty furnished by Customer proves to be false or incomplete in any material respect.

Page 23 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
August 5, 2014	628742	<u>PUD 201500213</u>
July 5, 2011	586900	PUD 201400069
September 22, 2010	578795	PUD 201100034
December 18, 2009	572180	PUD 201000048
		PUD 200900110



**OKLAHOMA NATURAL GAS COMPANY**  
**P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA**

Tariff 2000

- (B) Upon the happening of any event of default as set forth in subparagraph 11.2(A) above, Company shall have the right to do any one or more of the following without demand or notice of any kind:
- (1) Declare due, sue for, and receive from Customer the sum of all transportation payments and all other amounts due and owing under the Agreement plus the sum of all transportation payments and other amounts to become payable during the balance of the term of the Agreement;
  - (2) Retake possession of the entire capacity of the Pipeline System without any court order or other process of law and without any rights of Company being thereupon terminated;
  - (3) Terminate the Agreement and the Exhibits;
  - (4) Pursue any other remedy at law or in equity.
- (C) Any of the following events or conditions shall constitute an Event of Default with respect to Company under the Agreement:
- (1) Default in the crediting of any sums due to Customer or in the payment of any other sums due to Customer under the Agreement for a period of ninety (90) Days after the same is established by Company to have become due;
  - (2) Company's breach of any material term or condition of the Agreement and the failure of Company to cure such breach within thirty (30) Days after written demand by Customer or such longer period of time after such notice as may be reasonably required to cure such breach if the breach is not reasonably curable within such thirty (30) Day period, provided that Company shall have commenced such cure within such thirty (30) Day period and thereafter diligently continues its efforts to cure such breach until such breach shall have been fully cured.

Page 24 of 29

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

- (3) Company shall (i) apply for or consent to the appointment of or taking of possession by a receiver or liquidator of itself or substantially all of its property, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the Federal Bankruptcy Code, or (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts of Company;
- (4) A proceeding or case shall be commenced, without the application or consent of the affected party, in any court of competent jurisdiction, seeking (i) liquidation, reorganization, dissolution, winding-up or composition or adjustment of debts of Company, (ii) the appointment of a trustee, receiver, liquidator or custodian of such party or of all or substantially all of its assets, or (iii) similar relief under any law relating to bankruptcy or insolvency, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed, for a period of ninety (90) Days;
- (D) Upon the happening of any event of default as set forth in subparagraph 11.2(C) above, Customer shall have the right to do any one or more of the following without demand or notice of any kind:
  - (1) Declare due, sue for, and receive from Company the sum of all outstanding credits and other amounts due and owing under the Agreement;
  - (2) Terminate the Agreement and the Exhibits;
  - (3) Pursue any other remedy at law or in equity.
- (E) The rights granted to Company and Customer hereunder shall be cumulative as to each and action on one shall not be deemed to constitute an election or waiver of any other right to which Company or Customer may be entitled.

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

- (F) Upon the termination of the Agreement, whether by lapse of time or otherwise, Customer will surrender any and all rights in the Pipeline System immediately.
- 11.3 Company shall not be liable for damages resulting from interruption of service, when such interruption is necessary to make repairs, changes, or adjustments in Company's equipment and facilities.
- 11.4 No waiver by Company or Customer of any default or the other under the Agreement shall operate as a waiver of any future default, whether of a like or different character.
- 11.5 The Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. In the event Customer sells, leases or otherwise transfers its distribution system to a third party, whether voluntarily or involuntarily, then Customer agrees, as a part of such sale, lease or transfer, to assign to such third party and to require such third party to accept the assignment of the Agreement and the Exhibits included therein, subject to the provisions of the following sentence. Neither the Agreement nor the Exhibits attached thereto nor the rights and obligations of Customer hereunder may be assigned without the consent of Company, which consent shall not be unreasonably withheld.
- 11.6 Customer will not mortgage, create a security interest in, or encumber the Agreement, or sublet the rights granted hereby, or permit its use by others, or pledge, loan, sublet, create a security interest in, or in any other manner attempt to dispose of such rights, or permit its use by others, or suffer any liens or legal process to be incurred or levied thereon; provided, however, that Customer may grant a security interest or similar encumbrance in connection with any existing financing arrangement associated with Customer's facility.
- 11.7 Except as provided below, Customer shall pay all fees, taxes, charges, and assessments imposed by or on behalf of any governmental entity in connection with the Agreement or in connection with the purchase, transportation, and disposition of Gas by or on behalf of Customer pursuant to the Agreement including but not limited to municipal and/or supplemental fees, franchise fees and any supplements thereto and taxes; provided that Company shall pay all ad valorem taxes and assessments levied on the Pipeline System

Page 26 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

and all appurtenant facilities. Company shall file all returns required for the Pipeline System and all appurtenant facilities. Customer will furnish Company with any information available to Customer in connection with Company's obligations under this section.

- 11.8 Company and Customer agree to exercise and take reasonable steps necessary to safeguard and cause their officers, directors, employees, agents, advisers, and representatives to safeguard the confidentiality of the Agreement and the terms and conditions thereof (as contrasted with the existence and effectiveness of the Agreement which are not confidential) and not to disclose any part of it or any information derived there from or any negotiations relating thereto to any party or person except that limited number of people within Company's and Customer's organizations, and their advisers, lenders and potential investors, as may need to know the terms and conditions hereof in order to evaluate, understand, execute and perform the Agreement. Company and Customer agree not to copy or permit the copying of the Agreement, except as may be necessary for their operations. In the event Customer or Company or any of their officers, directors, employees, agents, or representatives, is requested or required (by oral or written question or request for information or documents in legal proceedings, interrogatories, subpoena, Civil Investigative Demand or similar process) to disclose any information concerning the Agreement or the terms and conditions thereof or any negotiations relating thereto, it is agreed that the party receiving such question or request will provide the other parties with prompt notice thereof so that such other parties may seek a protective order or other appropriate relief or a release from the other parties. It is further agreed that if, in the absence of a protective order or receipt of a release, the other party is compelled to disclose such information or else stand liable for contempt or suffer other censure or penalty or adverse effect, then such party may disclose such information. The parties hereto are further authorized to make disclosure of the Agreement as may be required by Federal, state, or local regulation or agency or as may be required by auditors or accountants in connection with the preparation of financial statements or tax returns. Disclosure hereunder shall not constitute a basis for defense, termination, or modification of the Agreement.

Page 27 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
August 5, 2014	628742	PUD 201400069
July 5, 2011	586900	PUD 201100034
September 22, 2010	578795	PUD 201000048
December 18, 2009	572180	PUD 200900110

OKLAHOMA NATURAL GAS COMPANY  
P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

**ARTICLE 12  
DISPUTE RESOLUTION**

- 12.1 Any dispute arising out of or relating to this Agreement for which a claim or demand is asserted that is equal to or exceeds a value of \$25,000 shall be resolved in accordance with the procedures specified in this Article 12, which shall be the sole and exclusive resolution process, including the fees and expenses of any arbitrators, shall be shared equally by the parties, and each party shall bear its own costs, including any attorneys' fees or other expenses incurred in the process. Each party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement, unless to do so would be impossible or impracticable under the circumstances.
- 12.2 **Negotiation.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between management level personnel who have authority to settle the controversy. Any person may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. Within thirty (30) days after delivery of the initial notice, the designated managing personnel of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- 12.3 **Arbitration.** Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, which has not been resolved by negotiation as provided above within sixty (60) days after initiation of negotiations shall be finally resolved by arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by (i) a sole arbitrator agreed upon by the parties if the dispute is between \$25,000 and \$250,000, or (ii) three independent and impartial arbitrators, of whom each party shall designate one, if the dispute is in excess of

Page 28 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
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P. O. BOX 401, OKLAHOMA CITY, OKLAHOMA

Tariff 2000

\$250,000. All arbitrators shall be knowledgeable in the natural gas industry. The arbitrator(s) shall have no authority to award consequential, punitive or exemplary damages. Provided, however, if one party fails to participate in the negotiation as agreed herein, the other party can commence arbitration prior to the expiration of the time periods set forth. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed, the place of arbitration shall be Oklahoma City, Oklahoma.

Page 29 of 29

<u>Rates Authorized By The Oklahoma Corporation</u>		
<u>Commission:</u>		
<u>Effective</u>	<u>Order No.</u>	<u>Cause/Docket No.</u>
		<u>PUD 201500213</u>
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# Exhibit "E"

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**RATE SCHEDULE 707 - CNG  
COMPRESSED NATURAL GAS SURCHARGE INCENTIVE MECHANISM**

This surcharge mechanism is designed to promote and support the compressed natural gas ("CNG") market in the State of Oklahoma. Surcharge recoveries will be utilized to offer rebates as identified below to Oklahoma residents for the purchase of:

- 1) Dedicated and bi-fueled natural gas vehicles; and
- 2) CNG fueling systems.

**Application:**

An additional per gasoline gallon equivalent ("GGE") surcharge is to be assessed at all Company owned and operated public CNG dispensers to fund the incentive plan as follows:

\$0.25 per GGE

**Availability:**

Vehicle rebates under this rate schedule shall be available to any:

1. Individual Oklahoma resident. The rebates contained within this rate schedule shall be exclusively for Natural Gas Vehicles ("NGVs") tagged, titled, and licensed by the Oklahoma Tax Commission for use on public streets and highways within the state of Oklahoma.
2. Commercial or industrial company doing business in Oklahoma. The rebates contained within this rate schedule shall be exclusively for NGVs tagged, titled, and licensed by the Oklahoma Tax Commission for use on public streets and highways within the state of Oklahoma.
3. Individual Oklahoma resident for installed CNG fueling systems purchased by the individual Oklahoma resident to serve their own NGVs at their home. The installed

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
		PUD 201500213
August 1, 2013	614409	PUD 201300032
November 26, 2012	N/A	N/A
June 29, 2012	598802	PUD 201100176



fueling system shall be utilized for NGVs tagged, titled, and licensed by the Oklahoma Tax Commission for use on public streets and highways within the state of Oklahoma.

4. Commercial or industrial company doing business in Oklahoma for installed CNG fueling systems purchased by the commercial or industrial company to serve company-owned NGVs at their place of business. The installed fueling system shall be utilized for NGVs tagged, titled, and licensed by the Oklahoma Tax Commission.
5. Monthly reports shall be submitted to the Director of the Public Utility Division of the Oklahoma Corporation Commission and to the Public Utility Unit of the Attorney General's Office of the State of Oklahoma for the first two (2) years of the program identifying:
  - a) The dollar amount of surcharge recoveries through end of the monthly reporting period;
  - b) The number of rebates processed by individual program for the monthly reporting period;
  - c) The dollar amount of rebates processed by individual program for the monthly reporting period; and
  - d) The dollar amount of surcharge recoveries remaining at end of the monthly reporting period.

**Incentives:**

Eligible rebates shall be as follows:

- 1) Natural gas vehicle - \$2,000
- 2) Residential, Commercial, and Industrial CNG fueling system - \$3,000

**Rates Authorized By The Oklahoma Corporation**

**Commission:**

Effective	Order No.	Cause/Docket No.
August 1, 2013	614409	PUD 201500213
November 26, 2012	N/A	PUD 201300032
June 29, 2012	598802	N/A
		PUD 201100176

The Company may exceed these rebate levels in its sole discretion if surcharge recoveries are available at year end.

**Terms and Conditions:**

1. Rebates for dedicated and bi-fueled natural gas vehicles are capped at three (3) rebates per applicant per calendar year. The Company may exceed this cap in its sole discretion if surcharge recoveries are available at calendar year end. Otherwise, excess surcharge recoveries will roll over to the next calendar year.
2. Rebates to individual residents for CNG fueling system are capped at one (1) rebate per applicant per calendar year.
3. Rebates to commercial or industrial companies for CNG fueling system are capped at one (1) rebate per location per year.
4. Commercial or industrial companies that are customers of Oklahoma Natural Gas will be required to separately meter the CNG fueling system subject to the availability, rates, and provisions of Tariff 705 Compressed Natural Gas Service Customer Supplied Facilities.
5. A dedicated or bi-fueled natural gas vehicle must be an Original Equipment Manufacturer ("OEM") CNG vehicle or contain an Environmental Protection Agency/California Air Resources Board ("EPA/CARB") Certified Kit.
6. A dedicated or bi-fueled natural gas vehicle must be a model year less than or equal to ten (10) years from the rebate application year.
7. A dedicated or bi-fueled natural gas vehicle will qualify for only one rebate during its lifetime regardless of ownership.
8. A dedicated or bi-fueled natural gas vehicle must have been purchased or converted within ninety (90) days of the applicant's request for a rebate subject only to the cap exception in the Company's sole discretion above.

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		PUD 201500213
August 1, 2013	614409	PUD 201300032
November 26, 2012	N/A	N/A
June 29, 2012	598802	PUD 201100176

9. The purchase of dedicated and bi-fueled natural gas vehicles and the purchase of residential CNG fueling systems must occur after the Oklahoma Corporation Commission approval of this schedule.
10. Dealers/installers do not qualify. Any business whose primary purpose is the sale, resale, renting or leasing of automobiles and trucks would not qualify.
11. The Company requires each applicant to present a completed application and is unable to process incomplete applications. Applications must include the following information:
  - a) Vehicle identification number ("VIN");
  - b) Verification of liability insurance information;
  - c) Evidence of vehicle ownership such as the assigned Manufacturer's Certificate of Origin, purchase contract or bill of sale; and
  - d) Copy of the Application for Oklahoma Certificate of Title.
12. Applications and additional information are available at [www.OklahomaNaturalGas.com/CNG](http://www.OklahomaNaturalGas.com/CNG).
13. The Company reserves the right to verify the applicant's eligibility for the rebate. The Company issues rebates in the form of checks and not utility credits. The Company is not responsible if the dealer/installer fails to provide accurate information about the amount of the rebate or eligibility. Rebate checks will be mailed approximately six (6) to eight (8) weeks after approval, subject to the availability of program funds.
14. Completed rebate applications will be reviewed and processed by the Company on a first-come, first-served basis until program funds are depleted. Rebate qualifications and amounts are subject to change. Rebate funds are limited. Funding guidelines for these rebates may be changed or discontinued at any time without notice. Please check for rebate updates at [www.OklahomaNaturalGas.com/CNG](http://www.OklahomaNaturalGas.com/CNG).

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\$0.25 per GGE

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**Incentives:**

Eligible rebates shall be as follows:

- ~~1) Dedicated natural gas vehicle - \$1,000~~
- ~~2) Bi-fueled natural gas vehicle - \$500~~
- 1) Natural gas vehicle - \$2,000

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Effective	Order No.	Cause/Docket No.
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June 29, 2012	598802	PUD 201100176

~~3)-2)~~ Residential, Commercial, and Industrial CNG fueling system - ~~\$1,000~~ \$3,000

The Company may exceed these rebate levels in its sole discretion if surcharge recoveries are available at year end.

**Terms and Conditions:**

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  - a) Vehicle identification number ("VIN");
  - b) Verification of liability insurance information;
  - c) Evidence of vehicle ownership such as the assigned Manufacturer's Certificate of Origin, purchase contract or bill of sale; and
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