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# F P C GAS TARIFF

Third Revised Volume No. 1 (Supersedes Second Revised Volume No. 1)

OF

# TEXAS GAS TRANSMISSION CORPORATION

## FILED WITH

**Federal Power Commission** 

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#### PROPOSED TARIFF SHEETS

Second Revised Volume No. 1

Second Substitute Twentieth Revised Sheet No. 5 Second Substitute First Revised Sheet No. 6 Second Substitute Twelfth Revised Sheet No. 7 Second Substitute Twelfth Revised Sheet No. 9 Second Substitute Twentieth Revised Sheet No. 11 Second Substitute First Revised Sheet No. 12 Second Substitute Eleventh Revised Sheet No. 13 Second Substitute Eleventh Revised Sheet No. 15 Second Substitute Twenty-First Revised Sheet No. 17 Second Substitute First Revised Sheet No. 18 Second Substitute Twelfth Revised Sheet No. 19 Second Substitute Twelfth Revised Sheet No. 21 Second Substitute Twentieth Revised Sheet No. 23 Second Substitute First Revised Sheet No. 24 Second Substitute Twelfth Revised Sheet No. 25 Second Substitute Twelfth Revised Sheet No. 27 Second Substitute Twentieth Revised Sheet No. 29 Second Substitute Twenty-First Revised Sheet No. 31 Second Substitute Twentieth Revised Sheet No. 33 Second Substitute Twenty-First Revised Sheet No. 35 Second Substitute Twenty-First Revised Sheet No. 37 Second Substitute Twenty-Second Revised Sheet No. 39 Second Substitute Twentieth Revised Sheet No. 41 Second Substitute Twenty-First Revised Sheet No. 43 Second Substitute Nineteenth Revised Sheet No. 45 Second Substitute Nineteenth Revised Sheet No. 47 Second Substitute Twentieth Revised Sheet No. 49 Second Substitute Nineteenth Revised Sheet No. 51 Second Substitute Twentieth Revised Sheet No. 53 Second Substitute Twentieth Revised Sheet No. 55 Second Substitute Twenty-First Revised Sheet No. 57 Second Substitute Twentieth Revised Sheet No. 59 Second Substitute Tenth Revised Sheet No. 60-A Second Substitute Twentieth Revised Sheet No. 61 Second Substitute Twentieth Revised Sheet No. 63 Second Substitute Twenty-First Revised Sheet No. 65 Second Substitute Twentieth Revised Sheet No. 67 Second Substitute Eighteenth Revised Sheet No. 68-A Second Substitute Eighteenth Revised Sheet No. 68-B Second Substitute Tenth Revised Sheet No. 68-BB

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### TEXAS GAS TRANSMISSION CORPORATION

3800 Frederica Street Owensboro, Kentucky 42301 Phone: 502/683-2431



February 23, 1970

Federal Power Commission General Accounting Office Building 441 G Street, N. W. Washington, D. C. 20426

Attention: Mr. Gordon M. Grant, Secretary

Gentlemen:

Texas Gas Transmission Corporation (Texas Gas) submits herewith for filing, in duplicate, the following sheets to Texas Gas's FPC Gas Tariff, Second Revised Volume No. 1:

Twenty-First Revised Sheet No. 110 Twenty-First Revised Sheet No. 111 Twenty-First Revised Sheet No. 112 Fifteenth Revised Sheet No. 113 Eighth Revised Sheet No. 114 Second Revised Sheet No. 115

The purpose of this filing is to bring up to date the Index of Purchasers.

It is proposed that the enclosed sheets become effective March 25, 1970, which date will be approximately thirty (30) days after receipt of this filing by the Commission.

This filing has been posted in accordance with Section 154.16 of the Commission's Regulations. A list of Texas Gas's customers and State Commissions to whom a copy of this filing has been mailed is attached.

Very truly yours,

melvin 7! Ratting, ge

Melvin H. Rattray, Jr. Director, Rates

MHRjr:mr Enclosures

#### TEXAS GAS TRANSMISSION CORPORATION

3800 Frederica Street Owensboro, Kentucky 42301 Phone: 502/683-2431



February 25, 1970



COMMISSION

TO: All Authorized Holders of Texas Gas Transmission Corporation's FPC Gas Tariff, Second Revised Volume No. 1

The enclosed revised tariff sheets are being filed to bring up to date the Index of Purchasers. Due to the nature of this filing, it is suggested that the revised sheets be inserted in your copy of the tariff.

Very truly yours,

mehrin H. Rattrag J.

Melvin H. Rattray, Jr. Director, Rates

Enclosures



### TEXAS GAS

TRANSMISSION CORPORATION



February 9, 1968

TO: All Authorized Holders of Texas Gas Transmission Corporation's FPC Gas Tariff, Second Revised Volume No. 1

There is enclosed herewith a filing being made today with the Federal Power Commission.

Due to the nature of this filing it is suggested that you immediately insert the enclosed tariff sheets in your copy of Texas Gas' FPC Gas Tariff, Second Revised Volume No. 1.

Very truly yours,

melin H. Rattray J.

Melvin H. Rattray, Jr. Manager, Rates

MHRjr:mr Enclosures

FEB 1 5 1968 PUBLIC SERVICE COMMISSION



## TEXAS GAS

TRANSMISSION CORPORATION

P.O. BOX 1160 . OWENSBORO, KENTUCKY 42301

February 9, 1968

Federal Power Commission General Accounting Office Building 441 G Street, N. W. Washington, D. C. 20426

Attention: Mr. Gordon M. Grant, Secretary

Gentlemen:

Texas Gas Transmission Corporation (Texas Gas) submits herewith for filing, in duplicate, the following sheets of Texas Gas' FPC Gas Tariff, Second Revised Volume No. 1:

Ninth Revised Sheet No. 4 Nineteenth Revised Sheet No. 110 Nineteenth Revised Sheet No. 111 Nineteenth Revised Sheet No. 112 Thirteenth Revised Sheet No. 113 Sixth Revised Sheet No. 114 Original Sheet No. 115

The purpose of this filing is to bring up to date the System Map and Index of Purchasers.

It is proposed that the enclosed sheets become effective March 12, 1968, which date will be approximately thirty days after receipt of the filing by the Commission.

This filing has been posted in accordance with Section 154.16 of the Commission's Regulations. A list of Texas Gas' customers and State Commissions to whom a copy of this filing has been mailed is attached.

Very truly yours,

mehrin H. Rattrey J.

Melvin H. Rattray, Jr. Manager, Rates

MHRjr:mr Enclosures

### FPC GAS TARIFF

SECOND REVISED VOLUME NO. 1 (Supersedes First Revised Volume No. 1)

of

#### TEXAS GAS TRANSMISSION CORPORATION

Filed with

Federal Power Commission

Communications Covering Rates Should be Addressed to:

M. H. Rattray, Jr., Director, Rates Texas Gas Transmission Corporation 3800 Frederica Street Owensboro, Kentucky 42301

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: December 22, 1970

Effective: January 22, 1971

TEXAS GAS TRANSMISSION CORPORATION

Fifth Revised Sheet No. 1

Second Revised Volume No. 1

FPC Gas Tariff

Superseding Fourth Revised Sheet No. 1

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Issued by: W. M. Elmer, President Issued on: May 31, 1967

Effective: July 7, 1967

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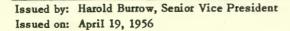
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Issued by: M. H. Rattray, Jr., Director, Rates Issued on: December 22, 1970

Effective: January 22, 1971

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Issued by: M. H. Rattray, Jr., Director, Rates Issued on: December 22, 1970

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Issued by: M. H. Rattray, Jr., Director, Rates Issued on: December 22, 1970

Original Sheet No.

#### PRELIMINARY STATEMENT

Texas Gas Transmission Corporation is a natural-gas company engaged in the business of producing, purchasing, transporting and selling natural gas at wholesale to gas distributing companies and pipe line systems for resale and to industries for use and consumption. The facilities operated by Seller are located in the States of Texas, Louisiana, Arkansas, Mississippi, Tennessee, Kentucky, Indiana, Illinois and Ohio.

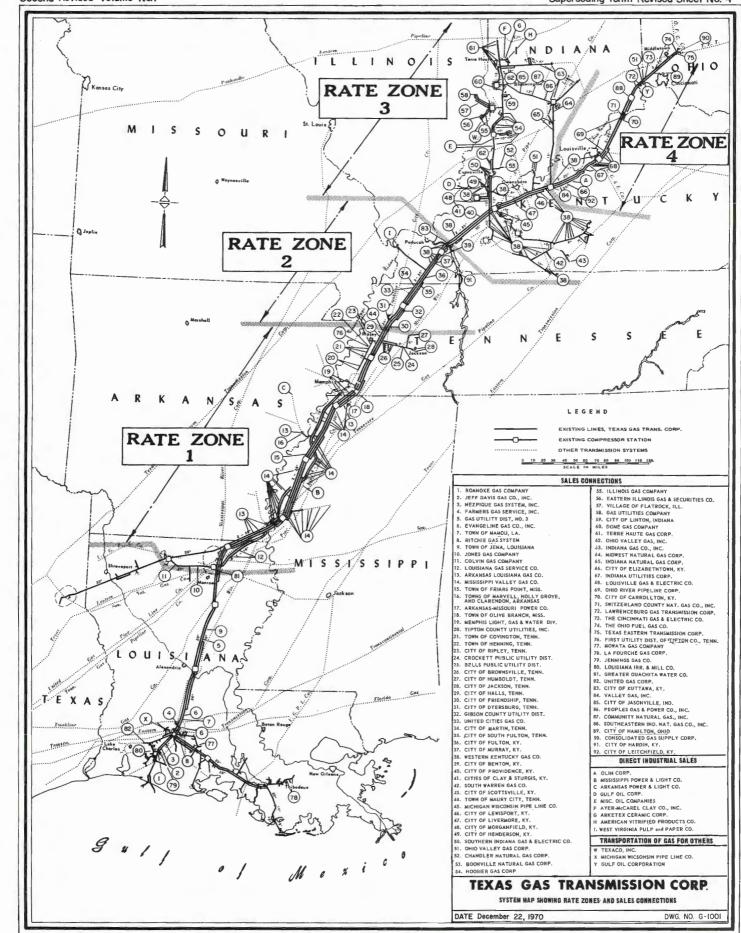
The sale or transportation of natural gas is undertaken by the Company only under written agreement acceptable to the Company after consideration of its commitments to others, supplies of natural gas, delivery capacity and other factors deemed pertinent by the Company. If any such agreement is to become operative only upon performance of certain precedent conditions, the Company reserves the right to require a separate written agreement specifying the conditions which must be satisfied before the contract for the sale or transportation of gas becomes operative.

This Tariff is filed in compliance with Part 154, sub-chapter E, Chapter I, Title 18, of the Code of Federal Regulations, as promulgated by Order No. 144 of the Federal Power Commission in Docket R-107, dated October 28, 1948.

Issued by: W. M. Elmer, Vice President Issued on: July 15, 1953

Effective: September 1, 1953

Eleventh Revised Sheet No. 4 Superseding Tenth Revised Sheet No. 4



Issued By M. H. Rattray, Jr., Director, Rates Issued On December 22, 1970

TEXAS GAS TRANSMISSION CORPORATION Twenty-Fourth Revised Sheet No. 5 FPC Gas Tariff Superseding

Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 5

### RATE SCHEDULE G-1 General Service Zone 1

#### 1. Availability

This rate schedule is available to any General Service Buyer:

- (a) which will take delivery of such gas from Seller at points in Seller's Service Zone 1; and
- (b) which has executed a service agreement wherein Seller agrees to sell natural gas required by Buyer for specified areas, up to a specific daily volume which will represent Seller's maximum daily obligation to deliver to Buyer and shall be designated in the service agreement as the "contract demand."

#### 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder on a firm basis.

Deliveries of gas under this rate schedule, up to the contract demand, shall not be subject to curtailment or interruption except as provided in Section 10 of the General Terms and Conditions of this Tariff.

3. Rate

The monthly bill for gas delivered under this rate schedule shall be the sum of a demand charge and commodity charge determined as follows:

- (a) Demand charge:(b) Commodity charge:
- \$1.34 per Mcf of billing demand 26.57¢ per Mcf delivered

4. Minimum Monthly Bill

The demand charge.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

### RATE SCHEDULE G-1 (Continued)

### 5. Billing Demand

The billing demand for the month shall be the higher of:

- (a) The maximum aggregate delivery of gas to Buyer at all points of delivery on any day during the twelve (12) months' period ending with the close of the billing month, provided that at points where volumes delivered to Buyer are such as not to warrant the installation of meters having demand indication, the maximum daily delivery shall be assumed to be five per cent (5%) of the delivery during the billing month at such points; or
- (b) Ninety-five percent (95%) of the contract demand, unless initial service is being rendered to a Buyer for resale in areas not previously served with natural gas, in which case this alternative shall not be effective with respect to the agreed contract demand for such areas during a development period consisting of the first thirty-six (36) months of service;

provided, however, that in no event shall the billing demand exceed the contract demand.

6. Determination of Volume for Billing

The volume of gas to be billed under this rate schedule shall be the total volume of gas delivered by Seller to Buyer each month less the total volume of gas delivered by Seller to Buyer under any other applicable rate schedules of this Tariff. TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff

Fifteenth Revised Sheet No. 7 Superseding

Second Revised Volume No. 1 Substitute Fourteenth Revised Sheet No. 7

### **RATE SCHEDULE G-1** (Continued)

#### 7. Adjustments of Demand Charge

#### Allowable Variation in Contract Demand 7.1

On any day in which Buyer requires deliveries of the contract demand, the deliveries shall be subject to an allowable variation of 2 per cent either above or below said contract demand because of the inability of Seller and Buyer to maintain precise control over rates of flow and the volumes of natural gas delivered.

At the end of each month there shall be determined for each day on which Buyer required delivery of the contract demand, the amount by which actual deliveries of gas exceeded or were less than the contract demand due to the allowable variation in delivery of the contract demand, and then the net amount by which deliveries during all such days of the month exceeded or were less than the contract demand shall be determined. The demand charge otherwise payable hereunder shall be increased by 4.41¢ per Mcf multiplied by any net excess deliveries so determined or decreased by 4.41¢ per Mcf multiplied by any net deficiency so determined.

### 7.2 For Impairment of Deliveries

If Seller, due to any cause other than the allowable variation in the delivery of the contract demand, fails or is unable to deliver during any one or more days in any month the volume of gas which Buyer desires to take, up to the contract demand, or if Buyer shall refuse to accept delivery as permitted by Section 2 of the General Terms and Conditions of this Tariff, then the demand charge as otherwise computed under this rate schedule shall be reduced by an amount which shall be equal to 4.41¢ per Mcf multiplied by the difference between the volume of gas actually delivered during said day or days and the volume desired by Buyer during said day or days.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

Original Sheet No. 8

RATE SCHEDULE G-1 (Continued)

7. Adjustments of Demand Charge (Continued)

### 7.3 For Failure of Buyer's Facilities

Demands caused solely by accidents to or breakage of pipe lines, machinery or equipment of the Buyer shall not be included in determining the billing demand; provided, however, Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Seller satisfactory evidence that such accident or breakage was not due to Buyer's gross negligence.

#### 8. Unauthorized Overrun

#### 8.1 Unauthorized Overrun Volume

If Buyer takes under this rate schedule on any day a volume of gas in excess of 102 per cent of the contract demand, the difference between the contract demand and the 102 per cent of the contract demand shall be considered an allowable variation in the delivery of the contract demand, and volumes in excess of 102 per cent of the contract demand shall constitute unauthorized overrun volume.

### 8.2 Penalty

In any month in which Buyer takes unauthorized overrun volume, Buyer shall pay to Seller the following penalty in addition to the charges otherwise payable hereunder:

- \$5,00 per Mcf for all unauthorized overrun gas taken on any day over 102% and not over 105% of the contract demand;
- \$10,00 per Mcf for all additional unauthorized overrun gas taken on any day.

The payment of a penalty for unauthorized overrun by a Buyer shall not under any circumstances be considered as

Issued by: W. M. Elmer, Vice President Issued on: July 15, 1953

Effective: September 1, 1953

TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff

Fifteenth Revised Sheet No. 9 Superseding

Second Revised Volume No. 1

Substitute Fourteenth Revised Sheet No. 9

### **RATE SCHEDULE G-1** (Continued)

8. Unauthorized Overrun (Continued)

> 8.2 Penalty (Continued)

> > giving such Buyer the right to take unauthorized overrun nor shall such payment be considered as a substitute for any other remedies available to Seller or any of Seller's other customers against the offending Buyer for failure to respect its obligation to adhere to the provisions of its contract with Seller.

Seller shall have the right, without obligation, to waive any penalty for unauthorized overrun volume if on the day when unauthorized overrun volume was taken deliveries to Seller's other customers were not adversely affected by the taking of such unauthorized overrun volume or if Seller's pipe line operations, including gas storage operations, were not impaired thereby.

Seller shall be obligated to waive any penalty for unauthorized overrun

- (a) when such overrun is taken under circumstances beyond the control of Buyer due to emergency conditions on Seller's facilities: or
- (b) when such overrun is due to accident to or breakage of pipe lines, machinery or equipment of the Buyer; provided, however, Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Seller satisfactory evidence that such accident or breakage was not due to Buyer's gross negligence.

Whenever Seller waives the penalty for unauthorized overrun Buyer shall pay Seller 4.41¢ per Mcf for such unauthorized overrun volume in addition to the commodity charge payable hereunder.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

Original Sheet No. 10

### RATE SCHEDULE G-1 (Continued)

### 9. Hourly Deliveries

Seller shall not be obligated to deliver to Buyer at all points of delivery in any one hour more than one-sixteenth of the contract demand.

#### 10. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

11. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

#### 12. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.

Issued by: W. M. Elmer, Vice President Issued on: July 15, 1953

Effective: September 1, 1953

 TEXAS GAS TRANSMISSION CORPORATION Twenty-Fourth Revised Sheet No. 11

 FPC Gas Tariff
 Superseding

Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 11

### RATE SCHEDULE G-2 General Service Zone 2

#### 1. Availability

This rate schedule is available to any General Service Buyer:

- (a) which will take delivery of such gas from Seller at points in Seller's Service Zone 2; and
- (b) which has executed a service agreement wherein Seller agrees to sell natural gas required by Buyer for specified areas, up to a specific daily volume which will represent Seller's maximum daily obligation to deliver to Buyer and shall be designated in the service agreement as the "contract demand."

### 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder on a firm basis.

Deliveries of gas under this rate schedule, up to the contract demand, shall not be subject to curtailment or interruption except as provided in Section 10 of the General Terms and Conditions of this Tariff.

3. Rate

The monthly bill for gas delivered under this rate schedule shall be the sum of a demand charge and commodity charge determined as follows:

- (a) Demand charge:
- (b) Commodity charge:

\$1.69 per Mcf of billing demand 27.07¢ per Mcf delivered

4. Minimum Monthly Bill

The demand charge.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

Second Substitute FirstTEXAS GAS TRANSMISSION CORPORATIONRevised Sheet No. 12FPC Gas TariffSupersedingSecond Revised Volume No. 1Substitute First Revised Sheet No. 12

## RATE SCHEDULE G-2 (Continued)

### 5. Billing Demand

The billing demand for the month shall be the higher of:

- (a) The maximum aggregate delivery of gas to Buyer at all points of delivery on any day during the twelve (12) months' period ending with the close of the billing month, provided that at points where volumes delivered to Buyer are such as not to warrant the installation of meters having demand indication, the maximum daily delivery shall be assumed to be five per cent (5%) of the delivery during the billing month at such points; or
- (b) Ninety-five percent (95%) of the contract demand, unless initial service is being rendered to a Buyer for resale in areas not previously served with natural gas, in which case this alternative shall not be effective with respect to the agreed contract demand for such areas during a development period consisting of the first thirty-six (36) months of service;

provided, however, that in no event shall the billing demand exceed the contract demand.

6. Determination of Volume for Billing

The volume of gas to be billed under this rate schedule shall be the total volume of gas delivered by Seller to Buyer each month less the total volume of gas delivered by Seller to Buyer under any other applicable rate schedules of this Tariff. 

 TEXAS GAS TRANSMISSION CORPORATION
 Fourteenth Revised Sheet No. 13

 FPC Gas Tariff
 Superseding

Second Revised Volume No. 1 Substitute Thirteenth Revised Sheet No. 13

### RATE SCHEDULE G-2 (Continued)

### 7. Adjustments of Demand Charge

#### 7.1 Allowable Variation in Contract Demand

On any day in which Buyer requires deliveries of the contract demand, the deliveries shall be subject to an allowable variation of 2 per cent either above or below said contract demand because of the inability of Seller and Buyer to maintain precise control over rates of flow and the volumes of natural gas delivered.

At the end of each month there shall be determined for each day on which Buyer required delivery of the contract demand, the amount by which actual deliveries of gas exceeded or were less than the contract demand due to the allowable variation in delivery of the contract demand, and then the net amount by which deliveries during all such days of the month exceeded or were less than the contract demand shall be determined. The demand charge otherwise payable hereunder shall be increased by 5.56¢ per Mcf multiplied by any net excess deliveries so determined or decreased by 5.56¢ per Mcf multiplied by any net deficiency so determined.

### 7.2 For Impairment of Deliveries

If Seller, due to any cause other than the allowable variation in the delivery of the contract demand, fails or is unable to deliver during any one or more days in any month the volume of gas which Buyer desires to take, up to the contract demand, or if Buyer shall refuse to accept delivery as permitted by Section 2 of the General Terms and Conditions of this Tariff, then the demand charge as otherwise computed under this rate schedule shall be reduced by an amount which shall be equal to 5.56¢ per Mcf multiplied by the difference between the volume of gas actually delivered during said day or days and the volume desired by Buyer during said day or days.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

TEXAS GAS TRANSMISSION CORPORATION Fourteenth Revised Sheet No. 15 Superseding **FPC Gas Tariff** 

Second Revised Volume No. 1 Substitute Thirteenth Revised Sheet No. 15

### **RATE SCHEDULE G-2** (Continued)

8. Unauthorized Overrun (Continued)

> 8.2 Penalty (Continued)

> > giving such Buyer the right to take unauthorized overrun nor shall such payment be considered as a substitute for any other remedies available to Seller or any of Seller's other customers against the offending Buyer for failure to respect its obligation to adhere to the provisions of its contract with Seller.

Seller shall have the right, without obligation, to waive any penalty for unauthorized overrun volume if on the day when unauthorized overrun volume was taken deliveries to Seller's other customers were not adversely affected by the taking of such unauthorized overrun volume or if Seller's pipe line operations, including gas storage operations, were not impaired thereby.

Seller shall be obligated to waive any penalty for unauthorized overrun

- (a) when such overrun is taken under circumstances beyond the control of Buyer due to emergency conditions on Seller's facilities: or
- (b) when such overrun is due to accident to or breakage of pipe lines, machinery or equipment of the Buyer; provided, however, Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Seller satisfactory evidence that such accident or breakage was not due to Buyer's gross negligence.

Whenever Seller waives the penalty for unauthorized overrun Buyer shall pay Seller 5.56¢ per Mcf for such unauthorized overrun volume in addition to the commodity charge payable hereunder.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

Original Sheet No. 16

### RATE SCHEDULE G-2 (Continued)

#### 9. Hourly Deliveries

Seller shall not be obligated to deliver to Buyer at all points of delivery in any one hour more than one-sixteenth of the contract demand.

#### 10. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

#### 11. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

#### 12. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.

Issued by: W. M. Elmer, Vice President Issued on: July 15, 1953

Effective: September 1, 1953

Twenty-Fifth Revised Sheet No. 17 Superseding

Twenty-Fourth Revised Sheet No. 17

### RATE SCHEDULE G-3 General Service Zone 3

#### 1. Availability

This rate schedule is available to any General Service Buyer:

- (a) which will take delivery of such gas from Seller at points in Seller's Service Zone 3; and
- (b) which has executed a service agreement wherein Seller agrees to sell natural gas required by buyer for specified areas, up to a specific daily volume which will represent Seller's maximum daily obligation to deliver to Buyer and shall be designated in the service agreement as the "contract demand."

#### 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder on a firm basis.

Deliveries of gas under this rate schedule, up to the contract demand, shall not be subject to curtailment or interruption except as provided in Section 10 of the General Terms and Conditions of this Tariff.

#### 3. Rate

The monthly bill for gas delivered under this rate schedule shall be the sum of a demand charge and commodity charge determined as follows:

(a) Demand charge:

(b) Commodity charge:

\$2.07 per Mcf of billing demand 27.32¢ per Mcf delivered

4. Minimum Monthly Bill

The demand charge.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

### RATE SCHEDULE G-3 (Continued)

### 5. Billing Demand

The billing demand for the month shall be the higher of:

- (a) The maximum aggregate delivery of gas to Buyer at all points of delivery on any day during the twelve (12) months' period ending with the close of the billing month, provided that at points where volumes delivered to Buyer are such as not to warrant the installation of meters having demand indication, the maximum daily delivery shall be assumed to be five per cent (5%) of the delivery during the billing month at such points; or
- (b) Ninety-five percent (95%) of the contract demand, unless initial service is being rendered to a Buyer for resale in areas not previously served with natural gas, in which case this alternative shall not be effective with respect to the agreed contract demand for such areas during a development period consisting of the first thirty-six (36) months of service;

provided, however, that in no event shall the billing demand exceed the contract demand.

### 6. Determination of Volume for Billing

The volume of gas to be billed under this rate schedule shall be the total volume of gas delivered by Seller to Buyer each month less the total volume of gas delivered by Seller to Buyer under any other applicable rate schedules of this Tariff. TEXAS GAS TRANSMISSION CORPORATIONFifteenth Revised Sheet No. 19FPC Gas TariffSupersedingSecond Revised Volume No. 1Substitute Fourteenth Revised Sheet No. 19

### RATE SCHEDULE G-3 (Continued)

#### 7. Adjustments of Demand Charge

#### 7.1 Allowable Variation in Contract Demand

On any day in which Buyer requires deliveries of the contract demand, the deliveries shall be subject to an allowable variation of 2 per cent either above or below said contract demand because of the inability of Seller and Buyer to maintain precise control over rates of flow and the volumes of natural gas delivered.

At the end of each month there shall be determined for each day on which Buyer required delivery of the contract demand, the amount by which actual deliveries of gas exceeded or were less than the contract demand due to the allowable variation in delivery of the contract demand, and then the net amount by which deliveries during all such days of the month exceeded or were less than the contract demand shall be determined. The demand charge otherwise payable hereunder shall be increased by 6.81¢ per Mcf multiplied by any net excess deliveries so determined or decreased by 6.81¢ per Mcf multiplied by any net deficiency so determined.

#### 7.2 For Impairment of Deliveries

If Seller, due to any cause other than the allowable variation in the delivery of the contract demand, fails or is unable to deliver during any one or more days in any month the volume of gas which Buyer desires to take, up to the contract demand, or if Buyer shall refuse to accept delivery as permitted by Section 2 of the General Terms and Conditions of this Tariff then the demand charge as otherwise computed under this rate schedule shall be reduced by an amount which shall be equal to 6.81¢ per Mcf multiplied by the difference between the volume of gas actually delivered during said day or days and the volume desired by Buyer during said day or days.

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Original Sheet No. 20

### RATE SCHEDULE G-3 (Continued)

7. Adjustments of Demand Charge (Continued)

### 7.3 For Failure of Buyer's Facilities

Demands caused solely by accidents to or breakage of pipe lines, machinery or equipment of the Buyer shall not be included in determining the billing demand; provided, however, Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Seller satisfactory evidence that such accident or breakage was not due to Buyer's gross negligence.

### 8. Unauthorized Overrun

### 8.1 Unauthorized Overrun Volume

If Buyer takes under this rate schedule on any day a volume of gas in excess of 102 per cent of the contract demand, the difference between the contract demand and the 102 per cent of the contract demand shall be considered an allowable variation in the delivery of the contract demand, and volumes in excess of 102 per cent of the contract demand shall constitute unauthorized overrun volume.

### 8.2 Penalty

In any month in which Buyer takes unauthorized overrun volume, Buyer shall pay to Seller the following penalty in addition to the charges otherwise payable hereunder:

- \$5.00 per Mcf for all unauthorized overrun gas taken on any day over 102% and not over 105% of the contract demand;
- \$10.00 per Mcf for all additional unauthorized overrun gas taken on any day.

The payment of a penalty for unauthorized overrun by a Buyer shall not under any circumstances be considered as

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TEXAS GAS TRANSMISSION CORPORATIONFifteenth Revised Sheet No. 21FPC Gas TariffSupersedingSecond Revised Volume No. 1Substitute Fourteenth Revised Sheet No. 21

RATE SCHEDULE G-3 (Continued)

8. Unauthorized Overrun (Continued)

8.2 Penalty (Continued)

giving such Buyer the right to take unauthorized overrun nor shall such payment be considered as a substitute for any other remedies available to Seller or any of Seller's other customers against the offending Buyer for failure to respect its obligations to adhere to the provisions of its contract with Seller.

Seller shall have the right, without obligation, to waive any penalty for unauthorized overrun volume if on the day when unauthorized overrun volume was taken deliveries to Seller's other customers were not adversely affected by the taking of such unauthorized overrun volume or if Seller's pipe line operations, including gas storage operations, were not impaired thereby.

Seller shall be obligated to waive any penalty for unauthorized overrun

- (a) when such overrun is taken under circumstances beyond the control of Buyer due to emergency conditions on Seller's facilities; or
- (b) when such overrun is due to accident to or breakage of pipe lines, machinery or equipment of the Buyer; provided, however, Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Seller satisfactory evidence that such accident or breakage was not due to Buyer's gross negligence.

Whenever Seller waives the penalty for unauthorized overrun Buyer shall pay Seller 6.81¢ per Mcf for such unauthorized overrun volume in addition to the commodity charge payable hereunder.

Original Sheet No. 22

### RATE SCHEDULE G-3 (Continued)

### 9. Hourly Deliveries

Seller shall not be obligated to deliver to Buyer at all points of delivery in any one hour more than one-sixteenth of the contract demand.

#### 10. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

11. Measurement Base.

Refer to Section 3 of the General Terms and Conditions of this Tariff.

#### 12. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.

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Effective: September 1, 1953

TEXAS GAS TRANSMISSION CORPORATION Twenty-Fourth Revised Sheet No. 23 FPC Gas Tariff Superseding

Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 23

### RATE SCHEDULE G-4 General Service

#### 1. Availability

This rate schedule is available to any General Service Buyer:

- (a) which will take delivery of such gas from Seller at points in Seller's Service Zone 4, and
- (b) which has executed a service agreement wherein Seller agrees to sell natural gas required by Buyer for specified areas, up to a specific daily volume which will represent Seller's maximum daily obligation to deliver to Buyer and shall be designated in the service agreement as the "contract demand."

#### 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder on a firm basis.

Deliveries of gas under this rate schedule, up to the contract demand, shall not be subject to curtailment or interruption except as provided in Section 10 of the General Terms and Conditions of this Tariff.

#### 3. Rate

The monthly bill for gas delivered under this rate schedule shall be the sum of a demand charge and commodity charge determined as follows:

- (a) Demand charge: \$2.73 per Mcf of billing demand
- (b) Commodity charge: 28.32¢ per Mcf delivered

4. Minimum Monthly Bill

The demand charge.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

## RATE SCHEDULE G-4 (Continued)

### 5. Billing Demand

The billing demand for the month shall be the higher of:

- (a) The maximum aggregate delivery of gas to Buyer at all points of delivery on any day during the twelve (12) months' period ending with the close of the billing month, provided that at points where volumes delivered to Buyer are such as not to warrant the installation of meters having demand indication, the maximum daily delivery shall be assumed to be five per cent (5%) of the delivery during the billing month at such points; or
- (b) Ninety-five percent (95%) of the contract demand, unless initial service is being rendered to a Buyer for resale in areas not previously served with natural gas, in which case this alternative shall not be effective with respect to the agreed contract demand for such areas during a development period consisting of the first thirty-six (36) months of service;

provided, however, that in no event, shall the billing demand exceed the contract demand.

6. Determination of Volume for Billing

The volume of gas to be billed under this rate schedule shall be the total volume of gas delivered by Seller to Buyer each month less the total volume of gas delivered by Seller to Buyer under any other applicable rate schedules of this Tariff.

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# RATE SCHEDULE G-4 (Continued)

# 7. Adjustments of Demand Charge

#### 7.1 Allowable Variation in Contract Demand

On any day in which Buyer requires deliveries of the contract demand, the deliveries shall be subject to an allowable variation of 2 per cent either above or below said contract demand because of the inability of Seller and Buyer to maintain precise control over rates of flow and the volumes of natural gas delivered.

At the end of each month there shall be determined for each day on which Buyer required delivery of the contract demand, the amount by which actual deliveries of gas exceeded or were less than the contract demand due to the allowable variation in delivery of the contract demand, and then the net amount by which deliveries during all such days of the month exceeded or were less than the contract demand shall be determined. The demand charge otherwise payable hereunder shall be increased by  $8.98 \notin$  per Mcf multiplied by  $8.98 \notin$  per Mcf multiplied by any net deficiency so determined.

#### 7.2 For Impairment of Deliveries

If Seller, due to any cause other than the allowable variation in the delivery of the contract demand, fails or is unable to deliver during any one or more days in any month the volume of gas which Buyer desires to take, up to the contract demand, or if Buyer shall refuse to accept delivery as permitted by Section 2 of the General Terms and Conditions of this Tariff, then the demand charge as otherwise computed under this rate schedule shall be reduced by an amount which shall be equal to 8.98¢ per Mcf multiplied by the difference between the volume of gas actually delivered during said day or days and the volume desired by Buyer during said day or days.

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Original Sheet No. 26

RATE SCHEDULE G-4 (Continued)

7. Adjustments of Demand Charge (Continued)

## 7.3 For Failure of Buyer's Facilities

Demands caused solely by accidents to or breakage of pipe lines, machinery or equipment of the Buyer shall not be included in determining the billing demand; provided, however, Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Seller satisfactory evidence that such accident or breakage was not due to Buyer's gross negligence.

#### 8. Unauthorized Overrun

# 8.1 Unauthorized Overrun Volume

If Buyer takes under this rate schedule on any day a volume of gas in excess of 102 per cent of the contract demand, the difference between the contract demand and the 102 per cent of the contract demand shall be considered an allowable variation in the delivery of the contract demand, and volumes in excess of 102 per cent of the contract demand shall constitute unauthorized overrun volume.

# 8.2 Penalty

In any month in which Buyer takes unauthorized overrun volume, Buyer shall pay to Seller the following penalty in addition to the charges otherwise payable hereunder:

- \$5.00 per Mcf for all unauthorized overrun gas taken on any day over 102% and not over 105% of the contract demand;
- \$10.00 per Mcf for all additional unauthorized overrun gas taken on any day.

The payment of a penalty for unauthorized overrun by a Buyer shall not under any circumstances be considered as

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TEXAS GAS TRANSMISSION CORPORATIONFifteenth Revised Sheet No. 27FPC Gas TariffSupersedingSecond Revised Volume No. 1Substitute Fourteenth Revised Sheet No. 27

# RATE SCHEDULE G-4 (Continued)

#### 8. Unauthorized Overrun (Continued)

8.2 Penalty (Continued)

giving such Buyer the right to take unauthorized overrun nor shall such payment be considered as a substitute for any other remedies available to Seller or any of Seller's other customers against the offending Buyer for failure to respect its obligation to adhere to the provisions of its contract with Seller.

Seller shall have the right, without obligation, to waive any penalty for unauthorized overrun volume if on the day when unauthorized overrun volume was taken deliveries to Seller's other customers were not adversely affected by the taking of such unauthorized overrun volume or if Seller's pipe line operations, including gas storage operations, were not impaired thereby.

Seller shall be obligated to waive any penalty for unauthorized overrun

- (a) when such overrun is taken under circumstances beyond the control of Buyer due to emergency conditions on Seller's facilities; or
- (b) when such overrun is due to accident to or breakage of pipe lines, machinery or equipment of the Buyer; provided, however, Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Seller satisfactory evidence that such accident or breakage was not due to Buyer's gross negligence.

Whenever Seller waives the penalty for unauthorized overrun Buyer shall pay Seller 8.98¢ per Mcf for such unauthorized overrun volume in addition to the commodity charge payable hereunder.

Original Sheet No. 28

# RATE SCHEDULE G-4 (Continued)

# 9. Hourly Deliveries

Seller shall not be obligated to deliver to Buyer at all points of delivery in any one hour more than one-sixteenth of the contract demand.

# 10. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

#### 11. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

# 12. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.

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Effective: September 1, 1953

 TEXAS GAS TRANSMISSION CORPORATION Twenty-Fourth Revised Sheet No. 29

 FPC Gas Tariff

 Superseding

Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 29

## RATE SCHEDULE SG-1 Optional General Service - Small Customers

(Customers with Contract Demands of Less than 5,000 Mcf) Zone 1

#### 1. Availability

This rate schedule is available to any General Service Buyer:

- (a) which will take delivery of each gas from Seller at points in Seller's Service Zone 1; and
- (b) which has executed a service agreement wherein Seller agrees to sell natural gas required by Buyer for specified areas, up to a specific daily volume which will represent Seller's maximum daily obligation to deliver to Buyer and shall be designated in the service agreement as the "contract demand;" and
- (c) when the contract demand in said executed service agreement is less than 5,000 Mcf.

#### 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder on a firm basis.

Deliveries of gas under this rate schedule, up to the contract demand, shall not be subject to curtailment or interruption except as provided in Section 10 of the General Terms and Conditions of this Tariff.

3. Rate

The monthly bill for gas delivered under this rate schedule shall be the sum of the charges computed at the following rates for base load gas and excess gas:

- (a) Base load gas:(b) Excess gas:
- 32.38¢ per Mcf delivered 43.38¢ per Mcf delivered

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First Revised Sheet No. 30 Superseding Original Sheet No. 30

Second Revised Volume No. 1

# RATE SCHEDULE SG-1 (Continued)

# 4. Minimum Monthly Bill

None

#### 5. Determination of Volume for Billing

The volume of gas to be billed under this rate schedule shall be the total volume of gas delivered by Seller to Buyer each month less the total volume of gas delivered by Seller to Buyer under any other applicable rate schedules of this Tariff.

6. Determination of Base Load Gas and Excess Gas

Base load gas for any month is whichever of the following is the smaller:

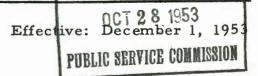
- (a) the amount of gas delivered during that month; or
- (b) the number of days in that month multiplied by the average daily delivery during the preceding base load period consisting of June, July, August and September, except that all gas delivered between the initiation of service for a new customer and the end of the immediately following base load period shall be considered to be base load gas.

Excess gas for any month is the remainder, if any, after deducting the base load gas from the total deliveries made under this rate schedule.

7. Adjustment of Base Load Gas and Excess Gas for Failure of Buyer's Facilities

Volumes taken solely as a result of accidents to or breakage of pipe lines, machinery or equipment of the Buyer shall not be included in determining the Base Load Gas, or Excess Gas volumes; provided, however, that Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation, and furnish Seller satisfactory evidence that such accident or

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Twenty-Fifth Revised Sheet No. 31 TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff Superseding

Second Revised Volume No. 1

# **RATE SCHEDULE SG-1** (Continued)

7. Adjustment of Base Load Gas and Excess Gas for Failure of Buyer's Facilities (Continued)

breakage was not due to Buyer's gross negligence. All such gas shall be billed at 32.38¢ per Mcf.

8. Unauthorized Overrun

> 8.1 Unauthorized Overrun Volume

> > If Buyer takes under this rate schedule on any day a volume of gas which is greater than the contract demand, the excess shall constitute unauthorized overrun volume.

#### 8.2 Payment for Unauthorized Overrun Gas

In any month in which Buyer takes unauthorized overrun volume, Buyer shall pay to Seller a penalty of \$10.00 for each Mcf of unauthorized overrun volume taken during said month, in addition to the charges otherwise payable hereunder, but no such penalty shall be payable for any day in which the unauthorized overrun volume is less than 250 Mcf. The payment of a penalty for unauthorized overrun by a Buyer shall not under any circumstances be considered as giving such Buyer the right to take unauthorized overrun nor shall such payment be considered as a substitute for any other remedies available to Seller or any of Seller's other customers against the offending Buyer for failure to respect its obligations to adhere to the provisions of its contract with Seller.

Seller shall have the right, without obligation, to waive any penalty for unauthorized overrun volume if on the day when unauthorized overrun volume was taken deliveries to Seller's other customers were not adversely affected by the taking of such unauthorized overrun volume or if Seller's pipeline operations, including gas storage operations, were not impaired thereby.

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# TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff

Second Revised Volume No. 1

First Revised Sheet No. 32 Superseding Original Sheet No. 32

> OCT 2,8 1953 Effective D December 1, 1953

# RATE SCHEDULE SG-1 (Continued)

8. Unauthorized Overrun (Continued)

8.2 Payment for Unauthorized Overrun Gas (Continued)

Seller shall be obligated to waive any penalty for unauthorized overrun

- (a) when such overrun is taken under circumstances beyond the control of Buyer due to emergency conditions on Seller's facilities; or
- (b) when such overrun is due to accident to or breakage of pipe lines, machinery or equipment of the Buyer; provided, however, Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Seller satisfactory evidence that such accident or breakage was not due to Buyer's gross negligence.

#### 9. Election of Rate Schedule

Refer to Section 21 of the General Terms and Conditions of this Tariff.

10. Hourly Deliveries

Seller shall not be obligated to deliver to Buyer at all points of delivery in any one hour more than one-sixteenth of the contract demand.

#### 11. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1%

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Original Sheet No. 32-A

# RATE SCHEDULE SG-1 (Continued)

#### 11. Adjustment for Heat Content (Continued)

for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

#### 12. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

#### 13. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.



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Effective: December 1, 1953

 TEXAS GAS TRANSMISSION CORPORATION
 Twenty-Fourth Revised Sheet No. 33

 FPC Gas Tariff
 Superseding

Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 33

RATE SCHEDULE SG-2 Optional General Service - Small Customers (Customers with Contract Demands of Less than 5,000 Mcf) Zone 2

#### 1. Availability

This rate schedule is available to any General Service Buyer:

- (a) which will take delivery of such gas from Seller at points in Seller's Service Zone 2; and
- (b) which has executed a service agreement wherein Seller agrees to sell natural gas required by Buyer for specified areas, up to a specific daily volume which will represent Seller's maximum daily obligation to deliver to Buyer and shall be designated in the service agreement as the "contract demand;" and
- (c) when the contract demand in said executed service agreement is less than 5,000 Mcf.

#### 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder on a firm basis.

Deliveries of gas under this rate schedule, up to the contract demand, shall not be subject to curtailment or interruption except as provided in Section 10 of the General Terms and Conditions of this Tariff.

3. Rate

The monthly bill for gas delivered under this rate schedule shall be the sum of the charges computed at the following rates for base load gas and excess gas:

(a) Base load gas:

(b) Excess gas:

35.38¢ per Mcf delivered 46.38¢ per Mcf delivered

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TEXAS GAS TRANSMISSION CORPORATION

FPC Gas Tariff Second Revised Volume No. 1 First Revised Sheet No. 34 Superseding Original Sheet No. 34

# RATE SCHEDULE SG-2 (Continued)

# 4. Minimum Monthly Bill

None

#### 5. Determination of Volume for Billing

The volume of gas to be billed under this rate schedule shall be the total volume of gas delivered by Seller to Buyer each month less the total volume of gas delivered by Seller to Buyer under any other applicable rate schedules of this Tariff.

6. Determination of Base Load Gas and Excess Gas

Base load gas for any month is whichever of the following is the smaller:

- (a) the amount of gas delivered during that month; or
- (b) the number of days in that month multiplied by the average daily delivery during the preceding base load period consisting of June, July, August and September, except that all gas delivered between the initiation of service for a new customer and the end of the immediately following base load period shall be considered to be base load gas.

Excess gas for any month is the remainder, if any, after deducting the base load gas from the total deliveries made under this rate schedule.

7. Adjustment of Base Load Gas and Excess Gas for Failure of Buyer's Facilities

Volumes taken solely as a result of accidents to or breakage of pipe lines, machinery or equipment of the Buyer shall not be included in determining the Base Load Gas, or Excess Gas volumes; provided, however, that Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedia the situation, and furnish Seller satisfactory evidence that such acciden of

Issued by: W. M. Elmer, Vice President Issued on: October 27, 1953

Effective: December 1, 1953 PUBLIC SERVICE COMMISSION

OCT 28 1953

TEXAS GAS TRANSMISSION CORPORATIONTwenty-Fifth Revised Sheet No. 35FPC Gas TariffSupersedingSecond Revised Volume No. 1Twenty-Fourth Revised Sheet No. 35

# RATE SCHEDULE SG-2 (Continued)

7. Adjustment of Base Load Gas and Excess Gas for Failure of Buyer's Facilities (Continued)

breakage was not due to Buyer's gross negligence. All such gas shall be billed at 35.38¢ per Mcf.

8. Unauthorized Overrun

#### 8.1 Unauthorized Overrun Volume

If Buyer takes under this rate schedule on any day a volume of gas which is greater than the contract demand, the excess shall constitute unauthorized overrun volume.

#### 8.2 Payment for Unauthorized Overrun Gas

In any month in which Buyer takes unauthorized overrun volume, Buyer shall pay to Seller a penalty of \$10.00 for each Mcf of unauthorized overrun volume taken during said month, in addition to the charges otherwise payable hereunder, but no such penalty shall be payable for any day in which the unauthorized overrun volume is less than 250 Mcf. The payment of a penalty for unauthorized overrun by a Buyer shall not under any circumstances be considered as giving such Buyer the right to take unauthorized overrun nor shall such payment be considered as a substitute for any other remedies available to Seller or any of Seller's other customers against the offending Buyer for failure to respect its obligation to adhere to the provisions of its contract with Seller.

Seller shall have the right, without obligation, to waive any penalty for unauthorized overrun volume if on the day when unauthorized overrun volume was taken deliveries to Seller's other customers were not adversely affected by the taking of such unauthorized overrun volume or if Seller's pipeline operations, including gas storage operations, were not impaired thereby.

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## TEXAS GAS TRANSMISSION CORPORATION

FPC Gas Tariff Second Revised Volume No. 1

# First Revised Sheet No. 36 Superseding Original Sheet No. 36

OCT 28 1953 Effective: December 1, 1953

PUBLIC SERVICE COMMISSION

# RATE SCHEDULE SG-2 (Continued)

8. Unauthorized Overrun (Continued)

8.2 Payment for Unauthorized Overrun Gas (Continued)

Seller shall be obligated to waive any penalty for unauthorized overrun

- (a) when such overrun is taken under circumstances beyond the control of Buyer due to emergency conditions on Seller's facilities; or
- (b) when such overrun is due to accident to or breakge of pipe lines, machinery or equipment of the Buyer; provided, however, Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situtation and furnish Seller satisfactory evidence that such accident or breakage was not due to Buyer's gross negligence.

#### 9. Election of Rate Schedule

Refer to Section 21 of the General Terms and Conditions of this Tariff.

10. Hourly Deliveries

Seller shall not be obligated to deliver to Buyer at all points of delivery in any one hour more than one-sixteenth of the contract demand.

#### 11. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1%

Issued by: W. M. Elmer, Vice President Issued on: October 27, 1953

Original Sheet No. 36-A

# RATE SCHEDULE SG-2 (Continued)

11. Adjustment for Heat Content (Continued)

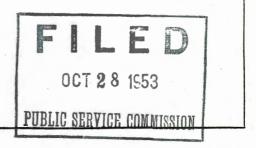
for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

# 12. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

#### 13. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.



Issued by: W. M. Elmer, Vice President Issued on: October 27, 1953

Effective: December 1, 1953

TEXAS GAS TRANSMISSION CORPORATIONTwenty-Fifth Revised Sheet No. 37FPC Gas TariffSupersedingSecond Revised Volume No. 1Twenty-Fourth Revised Sheet No. 37

RATE SCHEDULE SG-3 Optional General Service - Small Customers (Customers with Contract Demands of Less than 5,000 Mcf) Zone 3

#### 1. Availability

This rate schedule is available to any General Service Buyer:

- (a) which will take delivery of such gas from Seller at points in Seller's Service Zone 3; and
- (b) which has executed a service agreement wherein Seller agrees to sell Natural gas required by Buyer for specified areas, up to a specific daily volume which will represent Seller's maximum daily obligation to deliver to Buyer and shall be designated in the service agreement as the "contract demand;" and
- (c) when the contract demand in said executed service agreement is less than 5,000 Mcf.

#### 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder on a firm basis.

Deliveries of gas under this rate schedule, up to the contract demand, shall not be subject to curtailment or interruption except as provided in Section 10 of the General Terms and Conditions of this Tariff.

3. Rate

The monthly bill for gas delivered under this rate schedule shall be the sum of the charges computed at the following rates for base load gas and excess gas:

(a) Base load gas: 38.88¢ per Mcf delivered
(b) Excess gas: 49.88¢ per Mcf delivered

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971 Effective: March 17, 1971

# TEXAS GAS TRANSMISSION CORPORATION

FPC Gas Tariff Second Revised Volume No. 1 First Revised Sheet No. 38 Superseding Original Sheet No. 38

# RATE SCHEDULE SG-3 (Continued)

## 4. Minimum Monthly Bill

None

#### 5. Determination of Volume for Billing

The volume of gas to be billed under this rate schedule shall be the total volume of gas delivered by Seller to Buyer each month less the total volume of gas delivered by Seller to Buyer under any other applicable rate schedules of this Tariff.

6. Determination of Base Load Gas and Excess Gas

Base load gas for any month is whichever of the following is the smaller:

- (a) the amount of gas delivered during that month; or
- (b) the number of days in that month multiplied by the average daily delivery during the preceding base load period consisting of June, July, August and September, except that all gas delivered between the initiation of service for a new customer and the end of the immediately following base load period shall be considered to be base load gas.

Excess gas for any month is the remainder, if any, after deducting the base load gas from the total deliveries made under this rate schedule.

7. Adjustment of Base Load Gas and Excess Gas for Failure of Buyer's Facilities

Volumes taken solely as a result of accidents to or breakage of pipe lines, machinery or equipment of the Buyer shall not be included in determining the Base Load Gas, or Excess Gas volumes; provided, however, that Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation, and furnish Seller satisfactory evidence that such accident or

Issued by: W. M. Elmer, Vice President Issued on: October 27, 1953



TEXAS GAS TRANSMISSION CORPORATION Twenty-Sixth Revised Sheet No. 39 FPC Gas Tariff Superseding

Second Revised Volume No. 1

Twenty-Fifth Revised Sheet No. 39

# **RATE SCHEDULE SG-3** (Continued)

Adjustment of Base Load Gas and Excess Gas for Failure of Buyer's 7. Facilities (Continued)

breakage was not due to Buyer's gross negligence. All such gas shall be billed at 38.88¢ per Mcf.

8. Unauthorized Overrun

#### 8.1 Unauthorized Overrun Volume

If Buyer takes under this rate schedule on any day a volume of gas which is greater than the contract demand, the excess shall constitute unauthorized overrun volume.

#### 8.2 Payment for Unauthorized Overrun Gas

In any month in which Buyer takes unauthorized overrun volume, Buyer shall pay to Seller a penalty of \$10.00 for each Mcf of unauthorized overrun volume taken during said month, in addition to the charges otherwise payable hereunder, but no such penalty shall be payable for any day in which the unauthorized overrun volume is less than 250 Mcf. The payment of a penalty for unauthorized overrun by a Buyer shall not under any circumstances be considered as giving such Buyer the right to take unauthorized overrun nor shall such payment be considered as a substitute for any other remedies available to Seller or any of Seller's other customers against the offending Buyer for failure to respect its obligation to adhere to the provisions of its contract with Seller.

Seller shall have the right, without obligation, to waive any penalty for unauthorized overrun volume if on the day when unauthorized overrun volume was taken deliveries to Seller's other customers were not adversely affected by the taking of such unauthorized overrun volume or if Seller's pipeline operations, including gas storage operations, were not impaired thereby.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

# TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff

Second Revised Volume No. 1

# First Revised Sheet No. 40 Superseding Original Sheet No. 40

# RATE SCHEDULE SG-3 (Continued)

- 8. Unauthorized Overrun (Continued)
  - 8.2 Payment for Unauthorized Overrun Gas (Continued)

Seller shall be obligated to waive any penalty for unauthorized overrun

- (a) when such overrun is taken under circumstances beyond the control of Buyer due to emergency conditions on Seller's facilities; or
- (b) when such overrun is due to accident to or breakage of pipe lines, machinery or equipment of the Buyer; provided, however, Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Seller satisfactory evidence that such accident or breakage was not due to Buyer's gross negligence.

# 9. Election of Rate Schedule

Refer to Section 21 of the General Terms and Conditions of this Tariff.

10. Hourly Deliveries

Seller shall not be obligated to deliver to Buyer at all points of delivery in any one hour more than one-sixteenth of the contract demand.

# 11. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1%

Issued by: W. M. Elmer, Vice President Issued on: October 27, 1953 Effective: December 1, 1953 OCT 2 8 1953 PUBLIC SERVICE COMMISSION

Original Sheet No. 40-A

# RATE SCHEDULE SG-3 (Continued)

11. Adjustment for Heat Content (Continued)

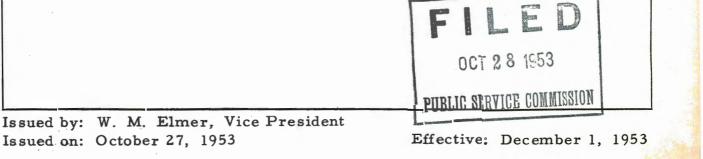
for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

#### 12. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

#### 13. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.



TEXAS GAS TRANSMISSION CORPORATION Twenty-Fourth Revised Sheet No. 41 FPC Gas Tariff Superseding

Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 41

**RATE SCHEDULE SG-4 Optional General Service - Small Customers** (Customers with Contract Demands of Less than 5,000 Mcf) Zone 4

#### 1. Availability

This rate schedule is available to any General Service Buyer:

- (a) which will take delivery of such gas from Seller at points in Seller's Service Zone 4; and
- (b) which has executed a service agreement wherein Seller agrees to sell natural gas required by Buyer for specified areas, up to a specific daily volume which will represent Seller's maximum daily obligation to deliver to Buyer and shall be designated in the service agreement as the "contract demand;" and
- (c) when the contract demand in said executed service agreement is less than 5,000 Mcf.

#### 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder on a firm basis.

Deliveries of gas under this rate schedule, up to the contract demand, shall not be subject to curtailment or interruption except as provided in Section 10 of the General Terms and Conditions of this Tariff.

3. Rate

> The monthly bill for gas delivered under this rate schedule shall be the sum of the charges computed at the following rates for base load gas and excess gas:

- (a) Base load gas: 40.88¢ per Mcf delivered (b) Excess gas:
  - 51.88¢ per Mcf delivered

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

First Revised Sheet No. 42 Superseding Original Sheet No. 42

# RATE SCHEDULE SG-4 (Continued)

#### 4. Minimum Monthly Bill

None

# 5. Determination of Volume for Billing

The volume of gas to be billed under this rate schedule shall be the total volume of gas delivered by Seller to Buyer each month less the total volume of gas delivered by Seller to Buyer under any other applicable rate schedules of this Tariff.

6. Determination of Base Load Gas and Excess Gas

Base load gas for any month is whichever of the following is the smaller:

- (a) the amount of gas delivered during that month; or
- (b) the number of days in that month multiplied by the average daily delivery during the preceding base load period consisting of June, July, August and September, except that all gas delivered between the initiation of service for a new customer and the end of the immediately following base load period shall be considered to be base load gas.

Excess gas for any month is the remainder, if any, after deducting the base load gas from the total deliveries made under this rate schedule.

7. Adjustment of Base Load Gas and Excess Gas for Failure of Buyer's Facilities

Volumes taken solely as a result of accidents to or breakage of pipe lines, machinery or equipment of the Buyer shall not be included in determining the Base Load Gas, or Excess Gas volumes; provided, however, that Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation, and furnish Seller satisfactory evidence that such activent or

Effective: D

Issued by: W. M. Elmer, Vice President Issued on: October 27, 1953

# TEXAS GAS TRANSMISSION CORPORATIONTwenty-Fifth Revised Sheet No. 43FPC Gas TariffSupersedingSecond Revised Volume No. 1Twenty-Fourth Revised Sheet No. 43

# RATE SCHEDULE SG-4 (Continued)

7. Adjustment of Base Load Gas and Excess Gas for Failure of Buyer's Facilities (Continued)

breakage was not due to Buyer's gross negligence. All such gas shall be billed at 40.88¢ per Mcf.

8. Unauthorized Overrun

#### 8.1 Unauthorized Overrun Volume

If Buyer takes under this rate schedule on any day a volume of gas which is greater than the contract demand, the excess shall constitute unauthorized overrun volume.

#### 8.2 Payment for Unauthorized Overrun Gas

In any month in which Buyer takes unauthorized overrun volume, Buyer shall pay to Seller a penalty of \$10.00 for each Mcf of unauthorized overrun volume taken during said month, in addition to the charges otherwise payable hereunder, but no such penalty shall be payable for any day in which the unauthorized overrun volume is less than 250 Mcf. The payment of a penalty for unauthorized overrun by a Buyer shall not under any circumstances be considered as giving such Buyer the right to take unauthorized overrun nor shall such payment be considered as a substitute for any other remedies available to Seller or any of Seller's other customers against the offending Buyer for failure to respect its obligation to adhere to the provisions of its contract with Seller.

Seller shall have the right, without obligation, to waive any penalty for unauthorized overrun volume if on the day when unauthorized overrun volume was taken deliveries to Seller's other customers were not adversely affected by the taking of such unauthorized overrun volume or it Seller's pipeline operations, including gas storage operations, were not impaired thereby.

# TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff

Second Revised Volume No. 1

First Revised Sheet No. 44 Superseding Original Sheet No. 44.

OCT 28 1953

PUBLIC SERVICE COMMISSION

Effective: December 1, 1953

# RATE SCHEDULE SG-4 (Continued)

- 8. Unauthorized Overrun (Continued)
  - 8.2 Payment for Unauthorized Overrun Gas (Continued)

Seller shall be obligated to waive any penalty for unauthorized overrun

- (a) when such overrun is taken under circumstances beyond the control of Buyer due to emergency conditions on Seller's facilities; or
- (b) when such overrun is due to accident to or breakage of pipe lines, machinery or equipment of the Buyer; provided, however, Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Seller satisfactory evidence that such accident or breakage was not due to Buyer's gross negligence.

# 9. Election of Rate Schedule

Refer to Section 21 of the General Terms and Conditions of this Tariff.

10. Hourly Deliveries

Seller shall not be obligated to deliver to Buyer at all points of delivery in any one hour more than one-sixteenth of the contract demand.

#### 11. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1%

Issued by: W. M. Elmer, Vice President Issued on: October 27, 1953

Original Sheet No. 44-A

# RATE SCHEDULE SG-4 (Continued)

11. Adjustment for Heat Content (Continued)

for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

12. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

# 13. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.



Issued by: W. M. Elmer, Vice President Issued on: October 27, 1953

Effective: December 1, 1953

TEXAS GAS TRANSMISSION CORPORATIONTwenty-Third Revised Sheet No. 45FPC Gas TariffSupersedingSecond Revised Volume No. 1Twenty-Second Revised Sheet No. 45

# RATE SCHEDULE I-1 Interruptible Industrial Gas Service Zone 1

#### 1. Availability

This rate schedule is available for the purchase of gas for resale by any Buyer:

- (a) which purchases gas on a firm basis from Seller; and
- (b) which will take delivery of gas purchased from Seller under this rate schedule in Seller's Service Zone 1; and
- (c) which has executed a service agreement wherein Seller agrees to sell gas to Buyer for specified industrial consumers, up to a specific maximum daily volume which shall be stated in said service agreement.

#### 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder.

Deliveries of natural gas under this rate schedule shall be on an interruptible basis and shall be subject to interruption or curtailment as provided in Section 10 of the General Terms and Conditions of this Tariff.

3. Rate

30.98¢ per Mcf delivered, provided, however, that on any day for which Seller has ordered curtailment of service, in whole or in part, under this rate schedule, all gas taken by Buyer hereunder in excess of the amount permitted by such curtailment order shall be considered as having been delivered under Seller's applicable rate schedule for firm service.

4. Minimum Monthly Bill

None

Original Sheet No. 46

# RATE SCHEDULE I-1 (Continued)

# 5. Determination of Volume for Billing

The volume of gas to be billed under this rate schedule shall be the total volume of gas delivered by Seller to Buyer during the month under the executed service agreement. Such volume shall be as recorded by the meters of the Buyer, adjusted to the measurement base specified in Section 3 of the General Terms and Conditions of this Tariff.

# 6. Hourly Deliveries

Seller shall not be obligated to deliver to Buyer at any point of delivery in any one hour more than one-sixteenth of the quantity required at such point during the day.

# 7. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

8. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

# 9. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.

Issued by: W. M. Elmer, Vice President Issued on: July 15, 1953

Effective: September 1, 1953

 TEXAS GAS TRANSMISSION CORPORATION
 Twenty-Third Revised Sheet No. 47

 FPC Gas Tariff
 Superseding

Second Revised Volume No. 1

Twenty-Second Revised Sheet No. 47

# RATE SCHEDULE I-2 Interruptible Industrial Gas Service Zone 2

#### 1. Availability

This rate schedule is available for the purchase of gas for resale by any Buyer:

- (a) which purchases gas on a firm basis from Seller; and
- (b) which will take delivery of gas purchased from Seller under this rate schedule in Seller's Service Zone 2; and
- (c) which has executed a service agreement wherein Seller agrees to sell gas to Buyer for specified industrial consumers, up to a specific maximum daily volume which shall be stated in said service agreement.

#### 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder.

Deliveries of natural gas under this rate schedule shall be on an interruptible basis and shall be subject to interruption or curtailment as provided in Section 10 of the General Terms and Conditions of this Tariff.

#### 3. Rate

32.63¢ per Mcf delivered; provided, however, that on any day for which Seller has ordered curtailment of service, in whole or in part, under this rate schedule, all gas taken by Buyer hereunder in excess of the amount permitted by such curtailment order shall be considered as having been delivered under Seller's applicable rate schedule for firm service.

4. Minimum Monthly Bill

None

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

TEXAS GAS TRANSMISSION CORPORATION Twenty-Fourth Revised Sheet No. 49 FPC Gas Tariff Superseding

Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 49

# RATE SCHEDULE I-3 Interruptible Industrial Gas Service Zone 3

## 1. Availability

This rate schedule is available for the purchase of gas for resale by any Buyer:

- (a) which purchases gas on a firm basis from Seller; and
- (b) which will take delivery of gas purchased from Seller under this rate schedule in Seller's Service Zone 3; and
- (c) which has executed a service agreement wherein Seller agrees to sell gas to Buyer for specified industrial consumers, up to a specific maximum daily volume which shall be stated in said service agreement.

#### 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder.

Deliveries of natural gas under this rate schedule shall be on an interruptible basis and shall be subject to interruption or curtailment as provided in Section 10 of the General Terms and Conditions of this Tariff.

#### 3. Rate

34.13¢ per Mcf delivered; provided, however, that on any day for which Seller has ordered curtailment of service, in whole or in part, under this rate schedule, all gas taken by Buyer hereunder in excess of the amount permitted by such curtailment order shall be considered as having been delivered under Seller's applicable rate schedule for firm service.

4. Minimum Monthly Bill

None

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

Original Sheet No. 50

# RATE SCHEDULE I-3 (Continued)

# 5. Determination of Volume for Billing

The volume of gas to be billed under this rate schedule shall be the total volume of gas delivered by Seller to Buyer during the month under the executed service agreement. Such volume shall be as recorded by the meters of the Buyer, adjusted to the measurement base specified in Section 3 of the General Terms and Conditions of this Tariff.

# 6. Hourly Deliveries

Seller shall not be obligated to deliver to Buyer at any point of delivery in any one hour more than one-sixteenth of the quantity required at such point during the day.

## 7. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

8. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

# 9. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.

Issued by: W. M. Elmer, Vice President Issued on: July 15, 1953

Effective: September 1, 1953

 TEXAS GAS TRANSMISSION CORPORATION
 Twenty-Third Revised Sheet No. 51

 FPC Gas Tariff
 Superseding

Second Revised Volume No. 1

Twenty-Second Revised Sheet No. 51

# RATE SCHEDULE I-4 Interruptible Industrial Gas Service Zone 4

#### 1. Availability

This rate schedule is available for the purchase of gas for resale by any Buyer:

- (a) which purchases gas on a firm basis from Seller; and
- (b) which will take delivery of gas purchased from Seller under this rate schedule in Seller's Service Zone 4; and
- (c) which has executed a service agreement wherein Seller agrees to sell gas to Buyer for specified industrial consumers, up to a specific maximum daily volume which shall be stated in said service agreement.

#### 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder.

Deliveries of natural gas under this rate schedule shall be on an interruptible basis and shall be subject to interruption or curtailment as provided in Section 10 of the General Terms and Conditions of this Tariff.

3. Rate

37.30¢ per Mcf delivered, provided, however, that on any day for which Seller has ordered curtailment of service, in whole or in part, under this rate schedule, all gas taken by Buyer hereunder in excess of the amount permitted by such curtailment order shall be considered as having been delivered under Seller's applicable rate schedule for firm service.

4. Minimum Monthly Bill

None

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TEXAS GAS TRANSMISSION CORPORATION Twenty-Fourth Revised Sheet No. 53 FPC Gas Tariff Superseding

Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 53

# RATE SCHEDULE EM-1 Emergency Gas Service Zone 1

#### 1. Availability

This rate schedule is available for the purchase of natural gas at delivery points in Zone 1 when there exists or is threatened an emergency on Buyer's system which requires a supply of gas by Seller.

#### 2. Applicability and Character of Service

This rate schedule shall apply to gas delivered hereunder to alleviate an emergency on Buyer's system. The term "emergency" shall not include a deficiency of gas on Buyer's system incurred by Buyer's failure or inability to contract for, purchase, or produce a supply of gas sufficient to meet its requirements on any day, except to the extent such failure is occasioned by force majeure.

Deliveries of gas under this rate schedule shall be made pursuant to advance operating arrangements between Seller and Buyer, and shall be subject to curtailment, interruption or discontinuance at any time when, in Seller's sole judgement, gas is not available for delivery to Buyer hereunder.

3. Rate

30.98¢ per Mcf delivered.

4. Minimum Monthly Bill

None

5. Determination of Deliveries

If Seller delivers gas to Buyer under this rate schedule and under other of Seller's rate schedules at the same point or points of delivery on the same day, the volume of gas delivered under this

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

Original Sheet No. 54

# RATE SCHEDULE EM-1 (Continued)

# 5. Determination of Deliveries (Continued)

rate schedule on such day shall be all gas delivered to Buyer on such day in excess of the quantity of gas which Seller is obligated to deliver to Buyer on such day under other rate schedules.

# 6. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

#### 7. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

#### 8. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.

Issued by: W. M. Elmer, Vice President Issued on: July 15, 1953

Effective: September 1, 1953

TEXAS GAS TRANSMISSION CORPORATION Twenty-Fourth Revised Sheet No. 55 FPC Gas Tariff Superseding
Country Third Devised Sheet No. 55

Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 55

# RATE SCHEDULE EM-2 Emergency Gas Service Zone 2

#### 1. Availability

This rate schedule is available for the purchase of natural gas at delivery points in Zone 2 when there exists or is threatened an emergency on Buyer's system which requires a supply of gas by Seller.

#### 2. Applicability and Character of Service

This rate schedule shall apply to gas delivered hereunder to alleviate an emergency on Buyer's system. The term "emergency" shall not include a deficiency of gas on Buyer's system incurred by Buyer's failure or inability to contract for, purchase, or produce a supply of gas sufficient to meet its requirements on any day, except to the extent such failure is occasioned by force majeure.

Deliveries of gas under this rate schedule shall be made pursuant to advance operating arrangements between Seller and Buyer, and shall be subject to curtailment, interruption or discontinuance at any time when, in Seller's sole judgment, gas is not available for delivery to Buyer hereunder.

3. Rate

32.63¢ per Mcf delivered.

4. Minimum Monthly Bill

None

5. Determination of Deliveries

If Seller delivers gas to Buyer under this rate schedule and under other of Seller's rate schedules at the same point or points of delivery on the same day, the volume of gas delivered under this

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971 Effective: March 17, 1971

Original Sheet No. 56

# RATE SCHEDULE EM-2 (Continued)

# 5. Determination of Deliveries (Continued)

rate schedule on such day shall be all gas delivered to Buyer on such day in excess of the quantity of gas which Seller is obligated to deliver to Buyer on such day under other rate schedules.

# 6. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

# 7. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

# 8. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.



Issued by: W. M. Elmer, Vice President Issued on: July 15, 1953

Effective: September 1, 1953

Twenty-Fifth Revised Sheet No. 57

# TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff Second Revised Volume No. 1

Superseding Twenty-Fourth Revised Sheet No. 57

RATE SCHEDULE EM-3 Emergency Gas Service Zone 3

#### 1. Availability

This rate schedule is available for the purchase of natural gas at delivery points in Zone 3 when there exists or is threatened an emergency on Buyer's system which requires a supply of gas by Seller.

#### 2. Applicability and Character of Service

This rate schedule shall apply to gas delivered hereunder to alleviate an emergency on Buyer's system. The term "emergency" shall not include a deficiency of gas on Buyer's system incurred by Buyer's failure or inability to contract for, purchase, or produce a supply of gas sufficient to meet its requirements on any day, except to the extent such failure is occasioned by force majeure.

Deliveries of gas under this rate schedule shall be made pursuant to advance operating arrangements between Seller and Buyer, and shall be subject to curtailment, interruption or discontinuance at any time when, in Seller's sole judgment, gas is not available for delivery to Buyer hereunder.

#### 3. Rate

34.13¢ per Mcf delivered.

4. Minimum Monthly Bill

None

5. Determination of Deliveries

If Seller delivers gas to Buyer under this rate schedule and under other of Seller's rate schedules at the same point or points of delivery on the same day, the volume of gas delivered under this

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

Original Sheet No. 58

# RATE SCHEDULE EM-3 (Continued)

# 5. Determination of Deliveries (Continued)

rate schedule on such day shall be all gas delivered to Buyer on such day in excess of the quantity of gas which Seller is obligated to deliver to Buyer on such day under other rate schedules.

#### 6. Adjustment for Heat Content

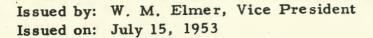
If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

#### 7. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

#### 8. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.



Effective: September 1, 1953

 TEXAS GAS TRANSMISSION CORPORATION Twenty-Fourth Revised Sheet No. 59

 FPC Gas Tariff

 Superseding

Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 59

# RATE SCHEDULE EM-4 Emergency Gas Service Zone 4

#### 1. Availability

This rate schedule is available for the purchase of natural gas at delivery points in Zone 4 when there exists or is threatened an emergency on Buyer's system which requires supply of gas by Seller.

#### 2. Applicability and Character of Service

This rate schedule shall apply to gas delivered hereunder to alleviate an emergency on Buyer's system. The term "emergency" shall not include a deficiency of gas on Buyer's system incurred by Buyer's failure or inability to contract for, purchase, or produce a supply of gas sufficient to meet its requirements on any day, except to the extent such failure is occasioned by force majeure.

Deliveries of gas under this rate schedule shall be made pursuant to advance operating arrangements between Seller and Buyer, and shall be subject to curtailment, interruption or discontinuance at any time when, in Seller's sole judgment, gas is not available for delivery to Buyer hereunder.

3. Rate

37.30¢ per Mcf delivered.

4. Minimum Monthly Bill

None

5. Determination of Deliveries

If Seller delivers gas to Buyer under this rate schedule and under other of Seller's rate schedules at the same point or points of delivery on the same day, the volume of gas delivered under this

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# TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff Second Revised Volume No. 1

Original Sheet No. 60

RATE SCHEDULE EM-4 (Continued)

5. Determination of Deliveries (Continued)

rate schedule on such day shall be all gas delivered to Buyer on such day in excess of the quantity of gas which Seller is obligated to deliver to Buyer on such day under other rate schedules.

6. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

# 7. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

#### 8. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.

Issued by: W. M. Elmer, Vice President Issued on: July 15, 1953

Effective: September 1, 1953

 TEXAS GAS TRANSMISSION CORPORATION
 Fourteenth Revised Sheet No. 60-A

 FPC Gas Tariff
 Superseding

Second Revised Volume No. 1

Thirteenth Revised Sheet No. 60-A

# RATE SCHEDULE TES-1 Temporary Emergency Service Zone 1

#### 1. AVAILABILITY

This rate schedule is available to any Buyer purchasing gas from Seller under Rate Schedule G-1 for the purchase of natural gas at delivery points in Zone 1 when there exists an emergency on Buyer's system which is due to a failure of Buyer's facilities which are designed for the utilization of alternate fuels and which can be alleviated by a supply of gas from Seller.

#### 2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to gas delivered hereunder to alleviate an emergency on Buyer's system. The term "emergency," as used herein, shall include only a failure of Buyer's facilities which are designed for the utilization of alternate fuels.

Deliveries of gas under this rate schedule shall be made pursuant to advance operating arrangements between Seller and Buyer and shall be limited to the volumes which, in Seller's sole judgment, are available for delivery to Buyer hereunder.

3. RATE

30.98¢ per Mcf delivered.

4. MINIMUM MONTHLY BILL

None.

#### 5. DETERMINATION OF DELIVERIES

If Seller delivers gas to Buyer under this rate schedule and under Seller's Rate Schedule G-1 at the same point or points of delivery on the same day, the volume of gas delivered under this rate schedule on such day shall be all gas delivered to Buyer on such day in excess of the Billing Demand of Buyer in effect on

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff Second Revised Volume No. 1

Original Sheet No. 60-B

# RATE SCHEDULE TES-1 Temporary Emergency Service Zone 1 (Continued)

such day for service under Seller's Rate Schedule G-l, but in no event shall the volume of gas delivered under this rate schedule, on any day, be greater than the volume, which is required for the alleviation of the emergency on such day.

ADJUSTMENT FOR HEAT CONTENT

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

#### 7. MEASUREMENT BASE

Refer to Section 3 of the General Terms and Conditions of this Tariff.

#### 8.

6.

GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.

CHECKED PUBLIC SERVICE COMMISSION JAN 2 5 1962 ENGINEERING DIVISION

Issued by: W. M. Elmer, President Issued on: January 10, 1962

Effective: January 7, 1962

TEXAS GAS TRANSMISSION CORPORATION Twenty-Fourth Revised Sheet No. 61 FPC Gas Tariff Superseding Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 61

# RATE SCHEDULE XS-1 Excess Gas Service Zone 1

#### Availability 1.

This rate schedule is available to any Buyer:

- (a) which purchases gas on a firm basis from Seller under a G or CD Rate Schedule; and
- (b) which will take delivery of natural gas purchased from Seller under this rate schedule in Seller's Service Zone 1; and
- (c) which has notified Seller that it may desire to purchase gas when offered under this rate schedule.

#### Applicability and Character of Service 2.

This rate schedule shall apply to gas delivered to Buyer in excess of Seller's obligations to Buyer under executed service agreements for service under other rate schedules.

Deliveries of gas hereunder shall be on an interruptible basis, pursuant to advance operating arrangements between Buyer and Seller, and shall be subject to such curtailment, interruption or discontinuance at any time as Seller, in its sole judgment, deems desirable.

3. Rate

30.98¢ per Mcf delivered.

Minimum Monthly Bill 4.

None

TEXAS GAS TRANSMISSION CORPORATION Twenty-Fourth Revised Sheet No. 63 FPC Gas Tariff Superseding

Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 63

# RATE SCHEDULE XS-2 Excess Gas Service Zone 2

#### 1. Availability

This rate schedule is available to any Buyer:

- (a) which purchases gas on a firm basis from Seller under a G or CD Rate Schedule; and
- (b) which will take delivery of natural gas purchased from Seller under this rate schedule in Seller's Service Zone
   2; and
- (c) which has notified Seller that it may desire to purchase gas when offered under this rate schedule.

#### 2. Applicability and Character of Service

This rate schedule shall apply to gas delivered to Buyer in excess of Seller's obligations to Buyer under executed service agreements for service under other rate schedules.

Deliveries of gas hereunder shall be on an interruptible basis, pursuant to advance operating arrangements between Buyer and Seller, and shall be subject to such curtailment, interruption or discontinuance at any time as Seller, in its sole judgment, deems desirable.

3. Rate

32.63¢ per Mcf delivered.

4. Minimum Monthly Bill

None

TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff

Twenty-Fifth Revised Sheet No. 65 Superseding

Second Revised Volume No. 1

Twenty-Fourth Revised Sheet No. 65

# RATE SCHEDULE XS-3 Excess Gas Service Zone 3

#### 1. Availability

This rate schedule is available to any Buyer:

- (a) which purchases gas on a firm basis from Seller under a G or CD Rate Schedule; and
- (b) which will take delivery of natural gas purchased from Seller under this rate schedule in Seller's Service Zone 3; and
- (c) which has notified Seller that it may desire to purchase gas when offered under this rate schedule.

## 2. Applicability and Character of Service

This rate schedule shall apply to gas delivered to Buyer in excess of Seller's obligations to Buyer under executed service agreements for service under other rate schedules.

Deliveries of gas hereunder shall be on an interruptible basis, pursuant to advance operating arrangements between Buyer and Seller, and shall be subject to such curtailment, interruption or discontinuance at any time as Seller, in its sole judgment, deems desirable.

3. Rate

34.13¢ per Mcf delivered.

4. Minimum Monthly Bill

None

# TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff Second Revised Volume No. 1

Original Sheet No. 66

# RATE SCHEDULE XS-3 (Continued)

#### 5. Determination of Deliveries

If Seller delivers gas to Buyer under this rate schedule and under other of Seller's rate schedules at the same point or points of delivery on the same day, the volume of gas delivered under this rate schedule on such day shall be all gas delivered to Buyer on such day in excess of the volume which Seller is obligated to deliver to Buyer on such day under executed service agreements for service under other rate schedules.

#### 6. Procedure for Offering Gas Under This Rate Schedule

Whenever Seller is able and willing to offer gas for sale under this rate schedule, Seller will offer such gas in an equitable manner to all Buyers which have notified Seller of their desire to purchase gas when offered under this rate schedule. Any gas rejected by a Buyer may be offered by Seller to other Buyers in any manner Seller may elect.

# 7. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

#### 8. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

#### 9. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.

Issued by: W. M. Elmer, Vice President Issued on: July 15, 1953

Effective: September 1, 1953

TEXAS GAS TRANSMISSION CORPORATION Twenty-Fourth Revised Sheet No. 67 FPC Gas Tariff Superseding

Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 67

# RATE SCHEDULE XS-4 Excess Gas Service Zone 4

## 1. Availability

This rate schedule is available to any Buyer:

- (a) which purchases gas on a firm basis from Seller under a G or CD Rate Schedule; and
- (b) which will take delivery of natural gas purchased from Seller under this rate schedule in Seller's Service Zone 4; and
- (c) which has notified Seller that it may desire to purchase gas when offered under this rate schedule.

# 2. Applicability and Character of Service

This rate schedule shall apply to gas delivered to Buyer in excess of Seller's obligations to Buyer under executed service agreements for service under other rate schedules.

Deliveries of gas hereunder shall be on an interruptible basis, pursuant to advance operating arrangements between Buyer and Seller, and shall be subject to such curtailment, interruption or discontinuance at any time as Seller, in its sole judgment, deems desirable.

3. Rate

37.30¢ per Mcf delivered.

4. Minimum Monthly Bill

None

# TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff Second Revised Volume No. 1

Original Sheet No. 68

# RATE SCHEDULE XS-4 (Continued)

#### 5. Determination of Deliveries

If Seller delivers gas to Buyer under this rate schedule and under other of Seller's rate schedules at the same point or points of delivery on the same day, the volume of gas delivered under this rate schedule on such day shall be all gas delivered to Buyer on such day in excess of the volume which Seller is obligated to deliver to Buyer on such day under executed service agreements for service under other rate schedules.

#### 6. Procedure for Offering Gas Under This Rate Schedule

Whenever Seller is able and willing to offer gas for sale under this rate schedule, Seller will offer such gas in an equitable manner to all Buyers which have notified Seller of their desire to purchase gas when offered under this rate schedule. Any gas rejected by a Buyer may be offered by Seller to other Buyers in any manner Seller may elect.

# 7. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

#### 8. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

## 9. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.

Issued by: W. M. Elmer, Vice President Issued on: July 15, 1953

Effective: September 1, 1953

TEXAS GAS TRANSMISSION CORPORATION Twenty-Second Revised Sheet No. 68-FPC Gas Tariff Superseding

Second Revised Volume No. 1

Twenty-First Revised Sheet No. 68-.

# RATE SCHEDULE CD-1 Limited Service Zone 1

# 1. Availability

This rate schedule is available to any Buyer:

- (a) which will take delivery of such gas from Seller at points in Seller's Service Zone 1; and
- (b) which has executed a service agreement wherein Buyer agrees to purchase from Seller a specified daily volume of gas designated as the "contract demand."

## 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder on a firm basis.

Daily deliveries of gas requested by Buyer under this rate schedule up to the contract demand shall not be subject to curtailment or interruption except as provided in Section 10 of the General Terms and Conditions of this Tariff.

Both Seller and Buyer shall, as nearly as practicable, maintain such deliveries of natural gas at uniform hourly rates of flow.

3. Rate

The bill for gas delivered under this rate schedule each month shall be the sum of a demand charge and commodity charge determined as follows:

- (a) Demand charge \$1.34 per Mcf of contract demand
- (b) Commodity charge: 26.57¢ per Mcf delivered

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

# TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff

Second Revised Volume No. 1

RATE SCHEDULE CD-1

(Continued)

# 4. Minimum Bill

#### 4.1 Minimum Monthly Bill

The minimum monthly bill for gas service under this rate schedule shall consist of the product of the effective demand charge multiplied by the contract demand, added to the product of the contract demand multiplied by  $66 \ 2/3\%$ , multiplied by the number of days in the month multiplied by the then effective commodity rate; provided, however, if Seller's failure to deliver during one or more days during any month, the amount of gas which Buyer desires to take, up to the contract demand, shall reduce the actual deliveries to Buyer below a volume equal to the number of days in such month times  $66 \ 2/3\%$  of the contract demand, the minimum monthly bill shall not apply during such month, and provided further, if Buyer, in order to meet the commodity gas component of the minimum monthly bill as provided herein, must use gas for electric generation in Buyer's plant then the commodity gas component of the minimum monthly bill payable hereunder shall be the product of the contract demand multiplied by 40% multiplied by the number of days in the month multiplied by the then effective commodity rate.

#### 4.2 Minimum Annual Commodity Charge

(a) The minimum annual commodity charge payable hereunder shall be determined on a calendar year basis and shall be computed by multiplying 27.42¢ by 75% of the average effective contract demand and by the number of days during the calendar year Buyer received gas service from Seller.

(b) The average effective contract demand shall be determined by multiplying each contract demand in effect during the calendar year by the number of days such contract demand is effective during the calendar year and dividing the sum of the products so obtained by the total number of days Buyer received gas service from Seller during the calendar year.

(c) In the event that the gas actually purchased by Buyer during any calendar year shall be less than the volume determined as provided in Paragraph 4.2(a) hereof; the bill for December shall be increased by an amount determined by multiplying the difference between the volume determined as provided in

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: April 30, 1971

Effective: June 4, 1971

Fifteenth TEXAS GAS TRANSMISSION CORPORATION Revised Sheet No. 68-BB FPC Gas Tariff Superseding Second Revised Volume No. 1 Fourteenth Revised Sheet No. 68-BB

# RATE SCHEDULE CD-1 (Continued)

- 4. Minimum Bill (Continued)
  - 4.2 Minimum Annual Commodity Charge (Continued)

Paragraph 4.2(a) and the volume actually purchased by Buyer during such calendar year by 27.42¢ provided, however if Seller's failure to deliver during one or more days during any calendar year the amount of gas which Buyer desires to take, up to the contract demand, shall reduce the actual purchases by Buyer below a volume equal to the number of days in such year times 75% of the average effective contract demand, the minimum annual commodity charge shall not apply during such year.

#### 5. Adjustments of Demand Charge

#### 5.1 Allowable Variation in Contract Demand

On any day in which Buyer requires deliveries of the contract demand, the deliveries shall be subject to an allowable variation of 2 percent either above or below said contract demand because of the inability of Seller and Buyer to maintain precise control over rates of flow and the volumes of natural gas delivered.

At the end of each month there shall be determined for each day on which Buyer required delivery of the contract demand, the amount by which actual deliveries of gas exceeded or were less than the contract demand due to the allowable variation in delivery of the contract demand, and then the net amount by which deliveries during all such days of the month exceeded or were less than the contract demand shall be determined. The demand charge otherwise payable hereunder shall be increased by 4.37¢ per Mcf multiplied by any net excess deliveries so determined or decreased by 4.37¢ per Mcf multiplied by any net deficiency so determined.

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Effective: June 4, 1971

TEXAS GAS TRANSMISSION CORPORATION Fourteenth Revised Sheet No. 68-CFPC Gas TariffSupersedingSecond Revised Volume No. 1Substitute Thirteenth Revised Sheet No. 68-C

# RATE SCHEDULE CD-1 (Continued)

# 5. Adjustments of Demand Charge (Continued)

# 5.2 For Impairment of Deliveries

If Seller, due to any cause other than the allowable variation in the delivery of the contract demand, fails or is unable to deliver during any one or more days in any month the volume of gas which Buyer schedules for delivery, up to the contract demand, or if Buyer shall refuse to accept delivery as permitted by Section 2 of the General Terms and Conditions of this Tariff, then the demand charge as otherwise computed under this rate schedule shall be reduced by an amount which shall be equal to 4.41¢ per Mcf multiplied by the difference between the volume of gas actually delivered during said day or days and the volume of gas scheduled by Buyer for delivery during said day or days.

## 6. Unauthorized Overrun

#### 6.1 Unauthorized Overrun Volume

If Buyer takes under this rate schedule on any day a volume of gas in excess of 102 per cent of the contract demand, the difference between the contract demand and 102 per cent of the contract demand shall be considered an allowable variation in the delivery of the contract demand, and volumes in excess of 102 per cent of the contract demand shall constitute unauthorized overrun volume.

# 6.2 Penalty

In any month in which Buyer takes unauthorized overrun volume, Buyer shall pay to Seller the following penalty in addition to the charges otherwise payable hereunder:

\$5.00 per Mcf for all unauthorized overrun gas taken on any day over 102% and not over 105% of the contract demand

\$10.00 per Mcf for all additional unauthorized overrun gas taken on any day.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff Second Revised Volume No. 1

Original Sheet No. 68-D

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RATE SCHEDULE CD-1 (Continued)

Unauthorized Overrun (Continued) 6.

6.2 Penalty (Continued)

PUBLIC SERVICE COMMISSION ENGINEERING DIVISION The payment of a penalty for unauthorized overrun by a

Buyer shall not under any circumstances be considered as giving such Buyer the right to take unauthorized overrun nor shall such payment be considered as a substitute for any other remedies available to Seller or any of Seller's other customers against the offending Buyer for failure to respect its obligation to adhere to the provisions of its contract with Seller.

Seller shall have the right, without obligation, to waive any penalty for unauthorized overrun volume if on the day when unauthorized overrun volume was taken deliveries to Seller's other customers were not adversely affected by the taking of such unauthorized overrun volume or if Seller's pipe line operations, including gas storage operations, were not impaired thereby.

Seller shall be obligated to waive any penalty for unauthorized overrun

- (a) when such overrun is taken under circumstances beyond the control of Buyer due to emergency conditions on Seller's facilities: or
- (b) when such overrun is due to accident to or breakage of pipe lines, machinery or equipment of the Buyer; provided, however, Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Seller satisfactory evidence that such accident or breakage was not due to Buyer's gross negligence.

Issued by: W. M. Elmer, Executive Vice President Issued on: May 16, 1957

Effective: June 1, 1957

TEXAS GAS TRANSMISSION CORPORATION Twenty-Second Revised Sheet No. 68-E FPC Gas Tariff Superseding

Second Revised Volume No. 1

Twenty-First Revised Sheet No. 68-E

# RATE SCHEDULE CD-1 (Continued)

6. Unauthorized Overrun (Continued)

6.2 Penalty (Continued)

Whenever Seller waives the penalty for unauthorized overrun Buyer shall pay Seller 4.41¢per Mcf for such unauthorized overrun volume in addition to the commodity charge payable hereunder.

This penalty shall not apply when Seller maintains and operates manually or automatically operated flow control valves at the point or points of delivery. In such case, Buyer shall pay Seller 4.41¢ per Mcf for all gas taken in excess of the contract demand in addition to the commodity charge otherwise payable hereunder.

#### 7. Interim Period

#### 7.1 Commencement of Service

During the period beginning on the date of commencement of service by Seller to Buyer under this rate schedule and ending on the last day of the month in which Seller notifies Buyer that Seller is prepared to deliver the contract demand as set forth in the executed service agreement, Buyer shall pay Seller for all gas delivered to Buyer under this rate schedule at the rate of 30.98¢ per Mcf and Sections 2, 3, 4, 5 and 6 of this rate schedule shall not apply to such deliveries.

# 7.2 Increase in Contract Demand

During any period beginning on the date on which Seller is increasing the daily deliveries pursuant to a service agreement providing for an eventual higher contract demand and ending on the last day of the month in which Seller notifies Buyer that Seller is prepared to deliver said higher contract demand pursuant to the terms of the executed service agreement between Seller and Buyer, all gas delivered to Buyer on each

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 TEXAS GAS TRANSMISSION CORPORATION Twenty-Second Revised Sheet No. 68-F

 FPC Gas Tariff
 Superseding

 Second Revised Volume No. 1
 Twenty-First Revised Sheet No. 68-F

# RATE SCHEDULE CD-1 (Continued)

7. Interim Period (Continued)

#### 7.2 Increase in Contract Demand (Continued)

day under this rate schedule in excess of the then effective contract demand shall be paid for by Buyer at the rate of 30.98¢ per Mcf and Sections 2, 3, 4, 5, 6 and sub-section 7.1 of this rate schedule shall not apply to such excess deliveries.

#### 8. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

#### 9. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

# 10. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.

# TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff Second Revised Volume No. 1

# **RATE SCHEDULE CD-3** Limited Service Zone 3

# 1. Availability

This rate schedule is available to any Buyer:

- which will take delivery of such gas from Seller at points (a) in Seller's Service Zone 3; and
- which has executed a service agreement wherein Buyer (b) agrees to purchase from Seller a specified daily volume of gas designated as the "contract demand."

## 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder on a firm basis.

Daily deliveries of gas requested by Buyer under this rate schedule up to the contract demand shall not be subject to curtailment or interruption except as provided in Section 10 of the General Terms and Conditions of this Tariff.

Both Seller and Buyer shall, as nearly as practicable, maintain such deliveries of natural gas at uniform hourly rates of flow.

#### 3. Rate

The bill for gas delivered under this rate schedule each month shall be the sum of a demand charge and commodity charge determined as follows:

\$2.06 per Mcf of contract demand Demand charge: (a)

Commodity charge: 27.16¢ per Mcf delivered (b)

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: December 15, 1970

Effective: February 1, 1971

# 4. Minimum Bill

# 4.1 Minimum Monthly Bill

The minimum monthly bill for gas service under this rate schedule shall consist of the demand charge of \$2.06 multiplied by the contract demand plus an amount equal to 27.16¢ multiplied by the number of days in the month multiplied by 66-2/3%of the contract demand; provided, however, if Seller's failure to deliver during one or more days during any month, the amount of gas which Buyer desires to take, up to the contract demand, shall reduce the actual deliveries to Buyer below a volume equal to the number of days in such month times 66-2/3% of the contract demand, the minimum monthly bill shall not apply during such month.

# 4.2 Minimum Annual Commodity Charge

(a) The minimum annual commodity charge payable hereunder shall be determined on a calendar year basis and shall be computed by multiplying 27.16¢ by 75% of the average effective contract demand and by the number of days during the calendar year Buyer received gas service from Seller.

(b) The average effective contract demand shall be determined by multiplying each contract demand in effect during the calendar year by the number of days such contract demand is effective during the calendar year and dividing the sum of the products so obtained by the total number of days Buyer received gas service from Seller during the calendar year.

(c) In the event that the gas actually purchased by Buyer during any calendar year shall be less than the volume determined as provided in Paragraph 4.2(a) hereof; the bill for December shall be increased by an amount determined by multiplying the difference between the volume determined as provided in Paragraph 4.2(a) and the volume actually purchased by Buyer during such calendar year by 27.16¢ provided, however, if Seller's failure to deliver during one or more days during any calendar year the amount of gas which Buyer desires to take, up

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: December 15, 1970 Effective: February 1, 1971

4. Minimum Bill (Continued)

# 4.2 Minimum Annual Commodity Charge (Continued)

to the contract demand, shall reduce the actual purchases by Buyer below a volume equal to the number of days in such year times 75% of the average effective contract demand, the minimum annual commodity charge shall not apply during such year.

#### 5. Adjustments of Demand Charge

# 5.1 Allowable Variation in Contract Demand

On any day in which Buyer requires deliveries of the contract demand, the deliveries shall be subject to an allowable variation of 2 per cent either above or below said contract demand because of the inability of Seller and Buyer to maintain precise control over rates of flow and the volumes of natural gas delivered.

At the end of each month there shall be determined for each day on which Buyer required delivery of the contract demand, the amount by which actual deliveries of gas exceeded or were less than the contract demand due to the allowable variation in delivery of the contract demand, and then the net amount by which deliveries during all such days of the month exceeded or were less than the contract demand shall be determined. The demand charge otherwise payable hereunder shall be increased by 6.77¢ per Mcf multiplied by any net excess deliveries so determined or decreased by 6.77¢ per Mcf multiplied by any net deficiency so determined.

# 5. Adjustments of Demand Charge (Continued)

# 5.2 For Impairment of Deliveries

If Seller, due to any cause other than the allowable variation in the delivery of the contract demand, fails or is unable to deliver during any one or more days in any month the volume of gas which Buyer schedules for delivery, up to the contract demand, or if Buyer shall refuse to accept delivery as permitted by Section 2 of the General Terms and Conditions of this Tariff, then the demand charge as otherwise computed under this rate schedule shall be reduced by an amount which shall be equal to  $6.77 \pm per Mcf$  multiplied by the difference between the volume of gas actually delivered during said day or days and the volume of gas scheduled by Buyer for delivery during said day or days.

#### 6. Unauthorized Overrun

#### 6.1 Unauthorized Overrun Volume

If Buyer takes under this rate schedule on any day a volume of gas in excess of 102 per cent of the contract demand, the difference between the contract demand and 102 per cent of the contract demand shall be considered an allowable variation in the delivery of the contract demand, and volumes in excess of 102 per cent of the contract demand shall constitute unauthorized overrun volume.

## 6.2 Penalty

In any month in which Buyer takes unauthorized overrun volume, Buyer shall pay to Seller the following penalty in addition to the charges otherwise payable hereunder:

\$5.00 per Mcf for all unauthorized overrun gas taken on any day over 102% and not over 105% of the contract demand

\$10.00 per Mcf for all additional unauthorized overrun gas taken on any day.

6. Unauthorized Overrun (Continued)

6.2 Penalty (Continued)

The payment of a penalty for unauthorized overrun by a Buyer shall not under any circumstances be considered as giving such Buyer the right to take unauthorized overrun nor shall such payment be considered as a substitute for any other remedies available to Seller or any of Seller's other customers against the offending Buyer for failure to respect its obligation to adhere to the provisions of its contract with Seller.

Seller shall have the right, without obligation, to waive any penalty for unauthorized overrun volume if on the day when unauthorized overrun volume was taken deliveries to Seller's other customers were not adversely affected by the taking of such unauthorized overrun volume or if Seller's pipe line operations, including gas storage operations, were not impaired thereby.

Seller shall be obligated to waive any penalty for unauthorized overrun

- (a) when such overrun is taken under circumstances beyond the control of Buyer due to emergency conditions on Seller's facilities; or
- (b) when such overrun is due to accident to or breakage of pipe lines, machinery or equipment of the Buyer; provided, however, Buyer shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to repair or otherwise remedy the situation and furnish Seller satisfactory evidence that such accident or breakage was not due to Buyer's gross negligence.

Issued by: M. H. Rattray, Director, Rates Issued on: December 15, 1970

Effective: February 1, 1971

# TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff Second Revised Volume No. 1

Original Sheet No. 68-F.6

RATE SCHEDULE CD-3 (Continued)

6. Unauthorized Overrun (Continued)

6.2 Penalty (Continued)

Whenever Seller waives the penalty for unauthorized overrun Buyer shall pay Seller 6.77¢ per Mcf for such unauthorized overrun volume in addition to the commodity charge payable hereunder.

This penalty shall not apply when Seller maintains and operates manually or automatically operated flow control valves at the point or points of delivery. In such case, Buyer shall pay Seller 6.77¢ per Mcf for all gas taken in excess of the contract demand in addition to the commodity charge otherwise payable hereunder.

# 7. Interim Period

# 7.1 Commencement of Service

During the period beginning on the date of commencement of service by Seller to Buyer under this rate schedule and ending on the last day of the month in which Seller notifies Buyer that Seller is prepared to deliver the contract demand as set forth in the executed service agreement, Buyer shall pay Seller for all gas delivered to Buyer under this rate schedule at the rate of 33.93¢ per Mcf and Sections 2, 3, 4, 5 and 6 of this rate schedule shall not apply to such deliveries.

# 7.2 Increase in Contract Demand

During any period beginning on the date on which Seller is increasing the daily deliveries pursuant to a service agreement providing for an eventual higher contract demand and ending on the last day of the month in which Seller notifies Buyer that Seller is prepared to deliver said higher contract demand pursuant to the terms of the executed service agreement between Seller and Buyer, all gas delivered to Buyer on each

# 7. Interim Period (Continued)

7.2 Increase in Contract Demand (Continued)

day under this rate schedule in excess of the then effective contract demand shall be paid for by Buyer at the rate of 33.93¢ per Mcf and Sections 2, 3, 4, 5, 6 and sub-section 7.1 of this rate schedule shall not apply to such excess deliveries.

## 8. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

# 9. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

#### 10. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof. TEXAS GAS TRANSMISSION CORPORATION Nineteenth Revised Sheet No. 68-G FPC Gas Tariff Superseding

Second Revised Volume No. 1

Eighteenth Revised Sheet No. 68-G

# RATE SCHEDULE CDL-4 Large Volume Limited Service Zone 4

#### 1. Availability

This rate schedule is available to any Buyer:

- (a) which will take delivery of such gas from Seller at points in Seller's Service Zone 4; and
- (b) which has executed a service agreement wherein Buyer agrees to purchase from Seller a specified daily volume of gas designated as the "contract demand;" and
- (c) when the contract demand in said executed service agreement is 225,000 Mcf or more.

# 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder on a firm basis.

Daily deliveries of gas requested by Buyer under this rate schedule up to the contract demand shall not be subject to curtailment or interruption except as provided in Section 10 of the General Terms and Conditions of this Tariff.

Both Seller and Buyer shall, as nearly as practicable, maintain such deliveries of natural gas at uniform hourly rates of flow.

3. Rate

The bill for gas delivered under this rate schedule each month shall be the sum of a demand charge and commodity charge determined as follows:

- (a) Demand charge: \$2.73 per Mcf of contract demand
- (b) Commodity charge: 28.32¢ per Mcf delivered

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

TEXAS GAS TRANSMISSION CORPORATIONNineteenth Revised Sheet No. 68-HFPC Gas TariffSupersedingSecond Revised Volume No. 1Eighteenth Revised Sheet No. 68-H

# RATE SCHEDULE CDL-4 (Continued)

#### 4. Minimum Monthly Bill

The minimum bill for gas service under this rate schedule each month shall consist of the demand charge plus an amount equal to 28.32¢ multiplied by the number of days in the month multiplied by 75 percent of the contract demand; provided, however, if Seller's failure to deliver during one or more days the amount of gas which Buyer desires to take shall reduce the actual deliveries to Buyer below a volume equal to the number of days in such month times 75 percent of the contract demand, the minimum monthly bill shall not apply during such month.

#### 5. Adjustments of Demand Charge

# 5.1 Allowable Variation in Contract Demand

On any day in which Buyer requires deliveries of the contract demand, the deliveries shall be subject to an allowable variation of 2 percent either above or below said contract demand because of the inability of Seller and Buyer to maintain precise control over rates of flow and the volumes of natural gas delivered.

At the end of each month there shall be determined for each day on which Buyer required delivery of the contract demand, the amount by which actual deliveries of gas exceeded or were less than the contract demand due to the allowable variation in delivery of the contract demand, and then the net amount by which deliveries during all such days of the month exceeded or were less than the contract demand shall be determined. The demand charge otherwise payable hereunder shall be increased by 8.98¢ per Mcf multiplied by any net excess deliveries so determined or decreased by 8.98¢ per Mcf multiplied by any net deficiency so determined.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

TEXAS GAS TRANSMISSION CORPORATIONTwelfth Revised Sheet No. 68-IFPC Gas TariffSuperseding

Second Revised Volume No. 1

- Substitute Eleventh Revised Sheet No. 68-I

# RATE SCHEDULE CDL-4 (Continued)

5. Adjustments of Demand Charge (Continued)

## 5.2 For Impairment of Deliveries

If Seller, due to any cause other than the allowable variation in the delivery of the contract demand, fails or is unable to deliver during any one or more days in any month the volume of gas which Buyer schedules for delivery, up to the contract demand, or if Buyer shall refuse to accept delivery as permitted by Section 2 of the General Terms and Conditions of this Tariff, then the demand charge as otherwise computed under this rate schedule shall be reduced by an amount which shall be equal to 8.98¢ per Mcf multiplied by the difference between the volume of gas actually delivered during said day or days and the volume of gas scheduled by Buyer for delivery during said day or days.

#### 6. Unauthorized Overrun

#### 6.1 Unauthorized Overrun Volume

If Buyer takes under this rate schedule on any day a volume of gas in excess of 102 per cent of the contract demand, the difference between the contract demand and 102 per cent of the contract demand shall be considered an allowable variation in the delivery of the contract demand, and volumes in excess of 102 per cent of the contract demand shall constitute unauthorized overrun volume.

# 6.2 Penalty

In any month in which Buyer takes unauthorized overrun volume, Buyer shall pay to Seller the following penalty in addition to the charges otherwise payable hereunder:

\$5.00 per Mcf for all unauthorized overrun gas taken on any day over 102% and not over 105% of the contract demand

\$10.00 per Mcf for all additional unauthorized overrun gas taken on any day.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

TEXAS GAS TRANSMISSION CORPORATIONNineteenth Revised Sheet No. 68-KFPC Gas TariffSupersedingSecond Revised Volume No. 1Eighteenth Revised Sheet No. 68-K

RATE SCHEDULE CDL-4 (Continued)

6. Unauthorized Overrun (Continued)

6.2 Penalty (Continued)

Whenever Seller waives the penalty for unauthorized overrun Buyer shall pay Seller 8.98¢ per Mcf for such unauthorized overrun volume in addition to the commodity charge payable hereunder.

This penalty shall not apply when Seller maintains and operates manually or automatically operated flow control valves at the point or points of delivery. In such case, Buyer shall pay Seller 8.98¢ per Mcf for all gas taken in excess of the contract demand in addition to the commodity charge otherwise payable hereunder.

#### 7. Interim Period

# 7.1 Commencement of Service

During the period beginning on the date of commencement of service by Seller to Buyer under this rate schedule and ending on the last day of the month in which Seller notifies Buyer that Seller is prepared to deliver the contract demand as set forth in the executed service agreement, Buyer shall pay Seller for all gas delivered to Buyer under this rate schedule at the rate of 37.30¢ per Mcf and Sections 2, 3, 4, 5 and 6 of this rate schedule shall not apply to such deliveries.

# 7.2 Increase in Contract Demand

During any period beginning on the date on which Seller is increasing the daily deliveries pursuant to a service agreement providing for an eventual higher contract demand and ending on the last day of the month in which Seller notifies Buyer that Seller is prepared to deliver said higher contract demand pursuant to the terms of the executed service agreement between Seller and Buyer, all gas delivered to Buyer on each

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971 Ef

 TEXAS GAS TRANSMISSION CORPORATION
 Nineteenth Revised Sheet No. 68-L

 FPC Gas Tariff
 Superseding

 FPC Gas Tariff
 Superseding

Second Revised Volume No. 1

Eighteenth Revised Sheet No. 68-L

# RATE SCHEDULE CDL-4 (Continued)

7. Interim Period (Continued)

# 7.2 Increase in Contract Demand (Continued)

day under this rate schedule in excess of the then effective contract demand shall be paid for by Buyer at the rate of 37.30¢ per Mcf and Sections 2, 3, 4, 5, 6 and sub-section 7.1 of this rate schedule shall not apply to such excess deliveries.

# 8. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

# 9. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

# 10. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof. TEXAS GAS TRANSMISSION CORPORATION Twenty-Fourth Revised Sheet No. 69 FPC Gas Tariff Superseding

Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 69

# RATE SCHEDULE CD-4 Limited Service Zone 4

#### 1. Availability

This rate schedule is available to any Buyer:

- (a) which will take delivery of such gas from Seller at points in Seller's Service Zone 4; and
- (b) which has executed a service agreement wherein Buyer agrees to purchase from Seller a specified daily volume of gas designated as the "contract demand;" and
- (c) when the contract demand in said executed service agreement is less than 225,000 Mcf.

# 2. Applicability and Character of Service

This rate schedule shall apply to all gas sold and delivered to Buyer hereunder on a firm basis.

Daily deliveries of gas requested by Buyer under this rate schedule up to the contract demand shall not be subject to curtailment or interruption except as provided in Section 10 of the General Terms and Conditions of this Tariff.

Both Seller and Buyer shall, as nearly as practicable, maintain such deliveries of natural gas at uniform hourly rates of flow.

3. Rate

The bill for gas delivered under this rate schedule each month shall be the sum of a demand charge and commodity charge determined as follows:

- (a) Demand charge:
- \$2.73 per Mcf of contract demand
- (b) Commodity charge: 28.32¢ per Mcf delivered

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

 TEXAS GAS TRANSMISSION CORPORATION
 Twenty-Fourth Revised Sheet No. 70

 FPC Gas Tariff
 Superseding

Second Revised Volume No. 1

Twenty-Third Revised Sheet No. 70

# RATE SCHEDULE CD-4 (Continued)

#### 4. Miminum Bill

#### 4.1 Minimum Monthly Bill

The minimum monthly bill for gas service under this rate schedule shall consist of the demand charge of \$2.73 multiplied by the contract demand plus an amount equal to 28.32¢ multiplied by the number of days in the month multiplied by 66-2/3% of the contract demand; provided, however, if Seller's failure to deliver during one or more days during any month, the amount of gas which Buyer desires to take, up to the contract demand, shall reduce the actual deliveries to Buyer below a volume equal to the number of days in such month times 66-2/3% of the contract demand, the minimum monthly bill shall not apply during such month.

#### 4.2 Minimum Annual Commodity Charge

(a) The minimum annual commodity charge payable hereunder shall be determined on a calendar year basis and shall be computed by multiplying 28.32¢ by 75% of the average effective contract demand and by the number of days during the calendar year Buyer received gas service from Seller.

(b) The average effective contract demand shall be determined by multiplying each contract demand in effect during the calendar year by the number of days such contract demand is effective during the calendar year and dividing the sum of the products so obtained by the total number of days Buyer received gas service from Seller during the calendar year.

(c) In the event that the gas actually purchased by Buyer during any calendar year shall be less than the volume determined as provided in Paragraph 4.2(a) hereof, the bill for December shall be increased by an amount determined by multiplying the difference between the volume determined as provided in Paragraph 4.2(a) and the volume actually purchased by Buyer during such calendar year by 28.32¢ provided, however, if Seller's failure to deliver during one or more days during any calendar year the amount of gas which Buyer desires to take, up

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

TEXAS GAS TRANSMISSION CORPORATIONThirteenth Revised Sheet No. 70-AFPC Gas TariffSupersedingSecond Revised Volume No. 1Substitute Twelfth Revised Sheet No. 70-A

RATE SCHEDULE CD-4 (Continued)

4. Minimum Bill (Continued)

4.2 Minimum Annual Commodity Charge (Continued)

to the contract demand, shall reduce the actual purchases by Buyer below a volume equal to the number of days in such year times 75% of the average effective contract demand, the minimum annual commodity charge shall not apply during such year.

## 5. Adjustments of Demand Charge

#### 5.1 Allowable Variation in Contract Demand

On any day in which Buyer requires deliveries of the contract demand, the deliveries shall be subject to an allowable variation of 2 per cent either above or below said contract demand because of the inability of Seller and Buyer to maintain precise control over rates of flow and the volumes of natural gas delivered.

At the end of each month there shall be determined for each day on which Buyer required delivery of the contract demand, the amount by which actual deliveries of gas exceeded or were less than the contract demand due to the allowable variation in delivery of the contract demand, and then the net amount by which deliveries during all such days of the month exceeded or were less than the contract demand shall be determined. The demand charge otherwise payable hereunder shall be increased by 8.98¢ per Mcf multiplied by any net excess deliveries so determined or decreased by 8.98¢ per Mcf multiplied by any net deficiency so determined.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff

Fifteenth Revised Sheet No. 71 Superseding

Second Revised Volume No. 1

Substitute Fourteenth Revised Sheet No. 71

# RATE SCHEDULE CD-4 (Continued)

- 5. Adjustments of Demand Charge (Continued)
  - 5.2 For Impairment of Deliveries

If Seller, due to any cause other than the allowable variation in the delivery of the contract demand, fails or is unable to deliver during any one or more days in any month the volume of gas which Buyer schedules for delivery, up to the contract demand, or if Buyer shall refuse to accept delivery as permitted by Section 2 of the General Terms and Conditions of this Tariff, then the demand charge as otherwise computed under this rate schedule shall be reduced by an amount which shall be equal to 8.98¢ per Mcf multiplied by the difference between the volume of gas actually delivered during said day or days and the volume of gas scheduled by Buyer for delivery during said day or days.

#### 6. Unauthorized Overrun

#### 6.1 Unauthorized Overrun Volume

If Buyer takes under this rate schedule on any day a volume of gas in excess of 102 per cent of the contract demand, the difference between the contract demand and 102 per cent of the contract demand shall be considered an allowable variation in the delivery of the contract demand, and volumes in excess of 102 per cent of the contract demand shall constitute unauthorized overrun volume.

#### 6.2 Penalty

In any month in which Buyer takes unauthorized overrun volume, Buyer shall pay to Seller the following penalty in addition to the charges otherwise payable hereunder:

\$5.00 per Mcf for all unauthorized overrun gas taken on any day over 102% and not over 105% of the contract demand;

\$10.00 per Mcf for all additional unauthorized overrun gas taken on any day.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

TEXAS GAS TRANSMISSION CORPORATIONTwenty-Fourth Revised Sheet No. 73FPC Gas TariffSupersedingSecond Revised Volume No. 1Twenty-Third Revised Sheet No. 73

# RATE SCHEDULE CD-4 (Continued)

#### 6. Unauthorized Overrun (Continued)

6.2 Penalty (Continued)

Whenever Seller waives the penalty for unauthorized overrun Buyer shall pay Seller 8.98¢per Mcf for such unauthorized overrun volume in addition to the commodity charge payable hereunder.

This penalty shall not apply when Seller maintains and operates manually or automatically operated flow control valves at the point or points of delivery. In such case, Buyer shall pay Seller 8.98¢per Mcf for all gas taken in excess of the contract demand in addition to the commodity charge otherwise payable hereunder.

#### 7. Interim Period

# 7.1 Commencement of Service

During the period beginning on the date of commencement of service by Seller to Buyer under this rate schedule and ending on the last day of the month in which Seller notifies Buyer that Seller is prepared to deliver the contract demand as set forth in the executed service agreement, Buyer shall pay Seller for all gas delivered to Buyer under this rate schedule at the rate of 37.30¢ per Mcf and Sections 2, 3, 4, 5 and 6 of this rate schedule shall not apply to such deliveries.

# 7.2 Increase in Contract Demand

During any period beginning on the date on which Seller is increasing the daily deliveries pursuant to a service agreement providing for an eventual higher contract demand and ending on the last day of the month in which Seller notifies Buyer that Seller is prepared to deliver said higher contract demand pursuant to the terms of the executed service agreement between Seller and Buyer, all gas delivered to Buyer on each

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

TEXAS GAS TRANSMISSION CORPORATIONTwenty-Fourth Revised Sheet No. 74FPC Gas TariffSupersedingSecond Revised Volume No. 1Twenty-Third Revised Sheet No. 74

# RATE SCHEDULE CD-4 (Continued)

7. Interim Period (Continued)

7.2 Increase in Contract Demand (Continued)

day under this rate schedule in excess of the then effective contract demand shall be paid for by Buyer at the rate of 37.30¢ per Mcf and Sections 2, 3, 4, 5, 6 and sub-section 7.1 of this rate schedule shall not apply to such excess deliveries.

#### 8. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

#### 9. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

#### 10. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.

TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff Supe Second Revised Volume No. 1

IONSecond Revised Sheet No. 75Superseding First Revised Sheet No. 75and Original Sheet No. 76

Cancellation of Rate Schedule IS-3

Notice is hereby given that effective December 1, 1954, Rate Schedule IS-3 constituting First Revised Sheet No. 75 and Original Sheet No. 76 of the FPC Gas Tariff, Second Revised Volume No. 1, of Texas Gas Transmission Corporation is to be cancelled.

Issued by: W. M. Elmer, Vice President Issued on: October 25, 1954

Effective: December 1, 1954

## TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff Third Revised Sheet No. 77 Second Revised Volume No. 1 Superseding Second Revised Sheet No. 77

#### RATE SCHEDULE IS-4 Interruptible Storage Service Zone 4

#### 1. Availability

This rate schedule is available for the purchase of gas at delivery points in Zone 4 by any Buyer which has executed a service agreement with Seller for service under this rate schedule.

2. Applicability and Character of Service

This rate schedule shall apply to gas delivered to Buyer on an interruptible basis for storage purposes.

Service under this rate schedule is subject to curtailment or interruption as provided in Section 10 of the General Terms and Conditions of this Tariff.

Seller shall be obligated to tender for delivery to Buyer during each contract year of the term of the service agreement for service under this rate schedule a volume of gas equal to 50 per cent of the "maximum daily delivery obligation" as specified in said service agreement multiplied by the number of days in the contract year. Such tender shall be made at such times and for such periods as Seller may elect; provided, however, that Buyer shall not be obligated to accept in any one day deliveries in excess of said "maximum daily delivery obligation".

During days in which deliveries of gas are made under this rate schedule, such deliveries shall be, as nearly as practicable, at uniform hourly rates of flow.

3. Rate

25. 4¢ per Mcf of gas delivered.

Issued by: W. M. Elmer, Vice President Issued on: June 14, 1956

Effective: August 1, 1956 FEB 1 5 1957

Third Revised Sheet No. 78 Superseding Second Revised Sheet No. 78

Effective: August 1, 1956

FEB 1 5 1957

## RATE SCHEDULE IS-4 (Continued)

## 4. Minimum Bill

The minimum bill shall be computed and paid on the basis of a contract year. The minimum annual bill shall consist of an amount equal to 25.4¢ multiplied by the number of days in the contract year and further multiplied by 41.25 per cent of the "maximum daily delivery obligation" specified in the service agreement, provided such volume of gas is tendered by Seller.

The amount, if any, by which the minimum annual bill exceeds the payments otherwise made by Buyer to Seller under this rate schedule and said service agreement during any contract year shall become due and payable with the bill for the month immediately succeeding the month which completed a contract year.

#### 5. Determination of Volume for Billing

If Seller delivers gas to Buyer under this rate schedule and under other of Seller's rate schedules at the same point or points of delivery on the same day, the volume of gas delivered under this rate schedule on such day shall be the volume scheduled by the dispatcher of the Buyer for delivery under this rate schedule; provided, however, that if total deliveries on any such day exceed the sum of the volume so scheduled for delivery under this rate schedule and the maximum daily volume contracted for under other of Seller's rate schedules, then the volume delivered under this rate schedule shall be the volume delivered in excess of the volume contracted for under such other rate schedules.

#### 6. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1% for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

Issued by: W. M. Elmer, Vice President Issued on: June 14, 1956

Original Sheet No. 79

## RATE SCHEDULE IS-4 (Continued)

## 7. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

8. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.



Issued by: W. M. Elmer, Vice President Issued on: July 15, 1953

TEXAS GAS TRANSMISSION CORPORATIONThird Revised Sheet No. 79-AFPC Gas TariffSuperseding Second Revised Sheet No. 79-ASecond Revised Volume No. 1and FirstRevised Sheet No. 79-B

#### CANCELLATION OF RATE SCHEDULE IT

Notice is hereby given that effective January 1, 1956, Rate Schedule IT, constituting Second Revised Sheet No. 79-A and First Revised Sheet No. 79-B of the FPC Gas Tariff, Second Revised Volume No. 1, of Texas Gas Transmission Corporation, is to be cancelled.



Issued by: W. M. Elmer, Vice President Issued on: November 21, 1955

Effective: January 1, 1956

First Revised Sheet No. 79-C Superseding Original Sheet No. 79-C

#### CANCELLATION OF RATE SCHEDULE PA

Notice is hereby given that effective January 1, 1956, Rate Schedule PA, constituting Original Sheet No. 79-C, of the FPC Gas Tariff, Second Revised Volume No. 1, of Texas Gas Transmission Corporation, is to be cancelled.



Issued by: W. M. Elmer, Vice President Issued on: November 23, 1955

Effective: January 1, 1956

# TEXAS GAS TRANSMISSION CORPORATIONFPC Gas TariffSecond Revised Volume No.Superseding Original Sheets No.79-Dand 79-E

#### CANCELLATION OF RATE SCHEDULE TS

Notice is hereby given that effective November 15, 1955, Rate Schedule TS, constituting Original Sheets No. 79-D and 79-E of the FPC Gas Tariff of Texas Gas Transmission Corporation, is to be cancelled.



Issued by: W. M. Elmer, Vice President Issued on: October 10, 1955

Effective: November 15, 1955

## TEXAS GAS TRANSMISSION CORPORATION FPC Gas Tariff First Revised Sheet No. 79-F Second Revised Volume No. 1 Superseding Original Sheets No. 79-F and 79-G

## CANCELLATION OF RATE SCHEDULE LTF

Notice is hereby given that effective April 19, 1956, Rate Schedule LTF, constituting Original Sheets No. 79-F and 79-G of the FPC Gas Tariff of Texas Gas Transmission Corporation, is to be cancelled.



Issued by: W. M. Elmer, Vice President Issued on: March 16, 1956

Effective: April 19, 1956

## RATE SCHEDULE ACQ-3 Annual Contract Quantity Service Zone 3

#### 1. Availability

This rate schedule is available for the purchase of gas at delivery points in Zone 3 by any Buyer which has executed a Service Agreement with Seller for service under this rate schedule.

#### 2. Applicability and Character of Service

This rate schedule shall apply to gas delivered for storage and general uses to Buyer hereunder on an Annual Contract Quantity basis. The term "contract year" shall be the contract year specified in the executed Service Agreement for service under this rate schedule.

Seller shall have the right and obligation to tender gas for delivery to Buyer during each contract year in volumes equal to the applicable Annual Contract Quantity specified in the executed Service Agreement. Seller shall be obligated to tender gas for delivery to Buyer during the period April 16 to October 15, both inclusive, of each contract year in an aggregate amount equal to 85 per cent of the Annual Contract Quantity.

Seller shall have the right to tender gas for delivery to Buyer at such daily delivery rates as Seller may elect up to the Maximum Daily Volumes applicable to various periods during each contract year as specified in the executed Service Agreement. Seller may not deliver gas to Buyer at a daily rate in excess of such specified Maximum Daily Volumes without prior consent of Buyer.

The Annual Contract Quantities and the Maximum Daily Volumes specified in the executed Service Agreement shall be subject to allowable variations of 5 per cent due to operating conditions.

NOV 16 1955

PUBLIC SERVICE COMMISSION

Volumes of gas tendered by Seller to Buyer within the Maximum Daily Volumes specified in the executed Service

Issued by: W. M. Elmer, Vice President Issued on: November 10, 1955

January 15, 1956

 TEXAS GAS TRANSMISSION CORPORATION
 Twenty-Third Revised Sheet No. 79-I

 FPC Gas Tariff
 Superseding

 Second Revised Volume No. 1
 Twenty-Second Revised Sheet No. 79-I

#### RATE SCHEDULE ACQ-3 (Continued)

#### 2. Applicability and Character of Service (Continued)

Agreement and not accepted by Buyer shall be considered as volumes delivered by Seller to Buyer in fulfillment of Seller's Annual Contract Quantity obligation.

If Seller delivers gas to Buyer at Buyer's request or with Buyer's consent on any one day in excess of the then applicable Maximum Daily Volume, such deliveries shall be considered as volumes delivered by Seller to Buyer in fulfillment of Seller's Annual Contract Quantity obligation. After Seller's Annual Contract Quantity obligation shall have been fulfilled in any contract year, Seller may tender gas in that contract year and Buyer may purchase such gas under this rate schedule.

Whenever and as often as Seller shall elect to deliver gas to Buyer under this rate schedule, Seller shall give Buyer notice at least 48 hours in advance, stating the time of commencement of deliveries to Buyer, the approximate quantity of gas which Seller elects to deliver daily and the period during which Seller proposes to make deliveries at such daily rate. Seller may at any time discontinue deliveries or change the rate of deliveries under this rate schedule after at least 48 hours' advance notice stating the time of discontinuance or change, subject to Seller's obligations to tender gas. Service under this rate schedule is also subject to curtailment or interruption as provided in Section 10 of the General Terms and Conditions of this Tariff.

During days in which deliveries of gas are made under this rate schedule, such deliveries shall be made as nearly as practicable at uniform hourly rates of flow.

3. Rate

34.13¢ per Mcf of gas delivered.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

Effective: March 17, 1971

TEXAS GAS TRANSMISSION CORPORATIONTwenty-Third Revised Sheet No. 79-JFPC Gas TariffSupersedingSecond Revised Volume No. 1Twenty-Second Revised Sheet No. 79-J

## RATE SCHEDULE ACQ-3 (Continued)

#### 4. Minimum Annual Bill

During each contract year of the term of the executed Service Agreement, the Minimum Annual Bill shall be a sum equal to 34.13¢ multiplied by 75 percent of the Annual Contract Quantity specified in such executed Service Agreement. The amount, if any, by which the Minimum Annual Bill exceeds the payments otherwise made by Buyer to Seller under this rate schedule during any contract year of the terms of the executed Service Agreement shall become due and payable with the bill for the last month of the contract year.

During any fractional part of a contract year at the beginning or end of service under the executed Service Agreement, there shall be no Minimum Annual Bill.

#### 5. Adjustment for Heat Content

If the average unit total heating value of the gas delivered to Buyer during the 12 months' period ending with the billing month is less than 1,000 Btu by at least 10 Btu, the bill otherwise payable by Buyer to Seller for the billing month shall be decreased 0.1 percent for each Btu by which the actual average unit total heating value for such 12 months' period is less than 1,000 Btu.

6. Measurement Base

Refer to Section 3 of the General Terms and Conditions of this Tariff.

#### 7. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are applicable to this rate schedule and are hereby made a part hereof.

Issued by: M. H. Rattray, Jr., Director, Rates Issued on: February 15, 1971

Effective: March 17, 1971

TEXAS GAS TRANSMISSION CORPORATIONSecond Revised Sheet No. 79-KFPC Gas TariffSuperseding First Revised Sheet No. 79-KSecond Revised Volume No. 1and Original Sheet No. 79-L

#### Cancellation of Rate Schedule TS

Notice is hereby given that effective February 14, 1962, Rate Schedule TS constituting First Revised Sheet No. 79-K and Original Sheet No. 79-L of the FPC Gas Tariff, Second Revised Volume No. 1, of Texas Gas Transmission Corporation is to be cancelled.

CHECKED PUBLIC SERVICE COMMISSION JAN 1 7 1962 CAB by.... ENGINEERING DIVISION

Issued by: W. M. Elmer, President Issued on: January 9, 1962

Effective: February 14, 1962

Original Sheet No.

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#### GENERAL TERMS AND CONDITIONS

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Issued by: W. M. Elmer, Vice President Issued on: July 15, 1953

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#### GENERAL TERMS AND CONDITIONS

#### 1. DEFINITION OF TERMS

Except where the context expressly states another meaning, the following terms, when used in this Tariff and in any service agreement thereunder, shall be construed to have the following meanings:

- 1.1 The term "day" shall mean a period of twenty-four consecutive hours, beginning as near as practicable to 8:00 A. M., Standard Time at the point at which delivery of gas is made.
- 1.2 The term "month" shall mean the period beginning as near as practicable to 8:00 A. M., on the first day of the calendar month and ending as near as practicable to 8:00 A. M., on the first day of the next succeeding calendar month.
- 1.3 The term "year" shall mean a period of 365 consecutive days beginning with the date of first delivery of gas under the executed service agreement, or on any anniversary thereof; provided, however, that any such year which contains a date of February 29 shall consist of 366 consecutive days.
- 1.4 The term "cubic foot of gas" for purposes of measurement for sale hereunder shall mean the volume of gas which would occupy one cubic foot of space when such gas is at a temperature of 60 degrees Fahrenheit and at a pressure of 15.025 pounds per square inch absolute.
- 1.5 The term "Mcf" is the abbreviation employed to denote 1,000 cubic feet of gas.
- 1.6 The term "Btu" is the abbriviation employed to denote a British thermal unit.
- 1.7 The term "unit total heating value" means the number of British thermal units produced by the combustion in a recording calorimeter at constant pressure of the amount of gas saturated with water vapor which would occupy one cubic foot of space at a temperature of 60 degrees Fahrenheit and under a unit

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#### GENERAL TERMS AND CONDITIONS

1. DEFINITION OF TERMS (Continued)

pressure equal to that of 30 inches of mercury at 32 degrees Fahrenheit and under standard gravitational force, with air of the same temperature and pressure as the gas, when the products of combusion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state.

- 1.8 The term "special industrial customer" shall mean a named industrial consumer for whom gas is to be sold on an interruptible basis to Buyer for resale to such consumer with the approval of Seller.
- 1.9 The term "contract demand" shall mean the maximum daily volume of gas set forth in the executed service agreement which Seller shall be obligated to deliver to Buyer and which Buyer shall be entitled to receive from Seller; provided, how-ever, that in the event Buyer has not entered into an agreement with Seller under Seller's standard form of service agreement wherein a definite daily volume is specified as the contract demand, then the effective contract demand, until changed as herein provided, shall be the maximum daily volume which Seller has notified Buyer it will be able to supply to Buyer, but not greater than the maximum daily volume which Buyer has notified Seller it will require.
- 1.10 The term "Seller" shall mean Texas Gas Transmission Corporation.
- 1.11 The term "Buyer" shall mean a gas utility purchasing gas for resale from Texas Gas Transmission Corporation in accordance with the provisions of this Tariff.
- 1.12 The term "General Service Buyer" shall mean any Buyer which does not purchase gas from any other natural-gas company, as defined in the Natural Gas Act, for distribution in areas served with Seller's gas; provided, however, a Buyer under a general service rate schedule which seeks from Seller an increase in

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#### GENERAL TERMS AND CONDITIONS

1. DEFINITION OF TERMS (Continued)

contract demand and Seller is unable to supply the increase in contract demand, then such Buyer may purchase natural gas from other natural-gas companies but shall remain a General Service Buyer under this Tariff.

1.13 The term "Limited Service Buyer" shall mean any Buyer which also purchases natural gas from one or more other natural-gas companies, as defined in the Natural Gas Act, for distribution in areas served with Seller's gas.

#### 2. QUALITY

- 2.1 Kind of gas: The gas to be delivered by Seller under this Tariff shall be natural gas (including casinghead gas and the residue therefrom) from Seller's present or future sources of supply; provided, however, that helium, natural gasoline, butane, propane and any other hydrocarbons except methane may be removed prior to delivery to Buyer, and Seller may subject, or permit the subjection of, the natural gas to compression, cooling, cleaning and other processes.
- 2.2 Freedom from objectionable matter: The gas to be delivered by Seller under this Tariff:
  - (a) Shall be commercially free from objectional odors, dust or other solid or liquid or gaseous matters which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows;
  - (b) Shall contain less than one grain of hydrogen sulphide per hundred cubic feet of gas; and
  - (c) Shall not contain more than twenty grains of total sulphur per hundred cubic feet of gas and mercaptan sulphur shall not constitute any portion of the allowable total sulphur content.

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#### GENERAL TERMS AND CONDITIONS

2. QUALITY (Continued)

If the gas offered for delivery by Seller shall fail at any time to conform to any of the above specifications, then Buyer shall notify Seller of such deficiency and thereupon may at Buyer's option refuse to accept delivery pending correction by Seller.

2.3 Heat Content: The natural gas delivered to Buyer shall contain an average unit total heating value for any 12 months' period of not less than 1,000 Btu. Buyer shall not be required to accept natural gas having a unit total heating value of less than 950 Btu.

#### 3. MEASUREMENTS

3.1 Sales unit: The sales unit of the gas delivered by Seller shall be one thousand cubic feet of gas measured according to Boyle's Law for the measurement of gas under varying pressures with deviations therefrom as provided in subparagraph 3.2(f) below on the measurement basis hereinafter specified.

In measuring the gas and computing the volume of gas delivered the physical characteristics of the natural gas which affect such computations shall each be given its due consideration, and the determination of such physical characteristics shall be made by standard apparatus and methods and at such time and places as in accordance with good practice may be agreed upon from time to time between Seller and Buyer.

- 3.2 Determination of volume and unit total heating value: The volume and the total heating value of the gas delivered by Seller shall be determined as follows:
  - (a) The unit of volume, for the purpose of measurement, shall be that volume of gas which would occupy a space of one cubic foot at a temperature of sixty degrees (60°) Fahrenheit and at a pressure of fifteen and two and one-half hundredths (15.025) pounds per square inch absolute.

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#### GENERAL TERMS AND CONDITIONS

## 3. MEASUREMENTS (Continued)

- (b) The average absolute atmospheric (barometric) pressure shall be assumed to be fourteen and four-tenths (14.4) pounds per square inch irrespective of actual elevation or location of the point of delivery above sea level or variations in actual barometric pressure from time to time.
- (c) The average unit total heating value of the gas delivered by Seller shall be determined from the results of reliable recording calorimeters located at such places as may be selected by Seller, or by any other recognized method which may be practicable in the circumstances.
- (d) The temperature of the gas for any day shall be determined by taking the arithmetic average of the hourly temperature readings of a recording thermometer so installed as to properly record the temperature of the gas passing through the meters; provided, however, that where displacement meters are installed or where the quantities of gas metered will not be materially affected by doing so, the temperature of the gas for any day may be determined by any other recognized method which may be practicable in the circumstances.
- (e) The specific gravity of the gas delivered by Seller shall be determined for any day by taking the arithmetic average of the hourly readings of a recording gravitometer of approved type which shall be checked at least once each month by the use of an Edwards balance or by any other method mutually agreed upon; provided, however, that where displacement meters are installed or where the quantities of gas metered will not be materially affected by doing so, the specific gravity of the gas for any day may be determined by any other recognized method which may be practicable in the circumstances.

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#### GENERAL TERMS AND CONDITIONS

#### 3. MEASUREMENTS (Continued)

The deviation of the natural gas from Boyle's Law shall be (f) determined by tests upon the request of either Seller or Buyer, but tests shall not be made more frequently than once in any thirty day period. The apparatus and the method to be used in making such tests shall be in accordance with the recommendations of the National Bureau of Standards of the United States Department of Commerce or any other method or methods mutually agreed upon. When the deviation factors, based on the results of such tests, agree with those published by the California Natural Gasoline Association in Bulletins TS-354 or TS-402, or amendments thereof, for the composition and conditions at the point of measurement, within a tolerance of plus or minus two tenths of one percent (0.2%), said California factors shall be used in computing the volume of gas delivered under the FPC Gas Tariff. When the results of such tests do not agree with said California deviation factors within said tolerance, then beginning on the date such tests are run, provided the results of such tests are accepted by both Seller and Buyer, computation of deliveries shall be based on the results of such tests from the date thereof, and the deliveries shall continue to be so computed until additional tests have been made as provided herein.

#### 4. MEASURING EQUIPMENT

4.1 Sales measuring station: Seller will install, maintain and operate at its own expense, at or near the point of delivery, a measuring station properly equipped with meters, and other necessary measuring equipment by which the volume of gas delivered under this Tariff shall be measured, except as provided in paragraphs 4.4 and 4.10 hereof. Orifice meters, where used, shall be installed and operated in accordance with the joint Bureau of Standards, A.G.A., A.S.M.E. specifications published May 6, 1935, as Gas Measurement Committee Report No. 2 of the American Gas Association, and any

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#### GENERAL TERMS AND CONDITIONS

4. MEASURING EQUIPMENT (Continued)

modification and amendments thereof which may be mutually acceptable, applied in a practical manner, and shall include the use of flange connections and straightening vanes.

- 4.2 <u>Check measuring equipment</u>: Buyer may install, maintain and operate, at its own expense, such check measuring equipment as it desires at or near the point of delivery, provided that such equipment shall be so installed as not to interfere with the operation of Seller's measuring equipment.
- 4.3 Ownership and right of ingress and egress: All regulating and measuring equipment so installed by either Seller or Buyer, together with any buildings erected for such equipment, shall be and remain the property of the respective party.

In the event either party shall install equipment or structures on the property of the other party, the party owning such equipment shall have the right of free use and ingress and egress to such equipment and structures at all times for the purpose of installation, operation, repair or removal.

4.4 Meters for rural and special industrial customers: Buyer will install, maintain and operate at its own expense measuring stations where gas is delivered for resale to rural customers and where gas is delivered from Buyer's facilities to special industrial customers. At such station, Buyer shall furnish and install all meters, regulators and other pertinent equipment necessary to measure and regulate the delivery of gas to its customers in a manner consistent with that specified for the measuring of Seller's deliveries to Buyer and with proper distribution practice, except that Seller will furnish and operate such regulation as necessary to reduce the delivery pressure to that specified in the executed service agreement. Unless otherwise specified in the rate schedules or service agreement, Buyer shall read such meters as it has installed and owns and shall bear all ordinary operating expenses incurred in connection with such service.

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#### GENERAL TERMS AND CONDITIONS

- 4. MEASURING EQUIPMENT (Continued)
  - 4.5 Right to be present: Seller and Buyer shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring, calculating, or checking the measurement of deliveries of gas under this Tariff. Seller and Buyer shall each give the other notice of the time of all tests so that the other may conveniently have its representative present. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.
  - 4.6 Care required: All installations of measuring equipment applying to or affecting deliveries of gas shall be made in such manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. Reasonable care shall be exercised by both parties in the installation, maintenance and operation of pressure regulating equipment so as to prevent so far as possible any inaccuracy in the determination of the volume of gas delivered under this Tariff.
  - 4.7 Calibration and test of equipment: The accuracy of Seller's measuring equipment, including recording calorimeters, shall be verified by Seller at reasonable intervals, and if requested, in the presence of representatives of Buyer, but Seller shall not be required to verify the accuracy of such equipment more frequently than once in any thirty day period. In the event either party shall notify the other that it desires a special test of any measuring equipment the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Buyer, shall upon request by Seller be borne by Buyer, if the measuring equipment tested is found to be accurate within the limit of 2 per cent of error.

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