

RESOLUTION NO. 12436

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, ARIZONA
DECLARING AS A PUBLIC RECORD
PROPOSED TITLES AND SCHEDULES OF TERMS, RATES, FEES AND CHARGES
FOR CITY-OWNED NATURAL GAS UTILITIES**

BE IT RESOLVED by the City Council of the City of Mesa, Maricopa County, State of Arizona, as follows:

Section 1: That the following Titles and Schedules of Terms, Rates, Fees and Charges for City-Owned Natural Gas Utilities, true and correct copies of which are attached hereto as exhibits and incorporated herein by reference, are declared to be public records pursuant to A.R.S. §9-801, *et seq.*, three copies of which shall be filed in the Office of the City Clerk and kept available for public use and inspection.

<u>TITLE</u>	<u>SCHEDULE NO.</u>
Residential Gas Service	G1.1, GM1.1
Residential Compressed Natural Gas Service	G1.9, GM1.9
General Gas Service	G3.1, GM3.1, G6.1, G7.1, GM7.1, G7.2, GM7.2, G8.1, GM8.1, G9.1, GM9.1
Cogeneration Gas Service	G3.5, GM3.5, G6.5, G7.7, GM7.7
Large General Gas Service	G3.6, GM3.6, G6.10, G7.3, GM7.3, G7.5, GM7.5, G8.2, GM8.2, G9.2, GM9.2
Customer Attraction and Retention Gas Service	G3.7, GM3.7
General Service Compressed Natural Gas Service – Small	G3.9, GM3.9, G6.9
General Service Compressed Natural Gas Service – Large	G3.9L, GM3L, G6.9L
Transportation Gas Service	G6.3, GM6.3, G7.4, GM7.4, G7.6, GM7.6, G8.3, GM8.3, G9.3, GM9.3

Additions to the text in the attachments are shown in bold, and underline: **Abc**

Deletions to the text in the attachments are shown in strike-outs: ~~Abe~~

PASSED AND ADOPTED by the City Council of the City of Mesa, Arizona, this 17th day of November, 2025.

ATTEST:

APPROVED

City Clerk

Mayor

RESIDENTIAL GAS SERVICE

City - G1.1, Magma - GM1.1

APPLICATION

These rates are applicable to all natural gas service required for residential purposes in individual private dwellings and in individually metered apartments served primarily or entirely from City and Magma gate stations and other distribution infrastructure located within the corporate limits of the City of Mesa, when such service is supplied at one point of delivery and measured through one meter for monthly billing cycles commencing on and after the Effective Date.

Not applicable to temporary, breakdown, standby, supplementary or resale service, nor to gas used directly or indirectly for operation of prime movers.

MONTHLY BILLING CYCLE

City Service Area

Rate: For billing cycles May through October
\$17.31 Gas System Service Charge, plus
~~\$0.7440~~ **\$0.7961** per Billed Therm, Usage Charge first 25 Billed Therms and
~~\$0.3681~~ **\$0.4233** per Billed Therm, Usage Charge all additional Billed Therms

For billing cycles November through April
\$20.24 Gas System Service Charge, plus
~~\$0.7440~~ **\$0.7961** per Billed Therm, Usage Charge first 25 Billed Therms and
~~\$0.8072~~ **\$1.0009** per Billed Therm, Usage Charge all additional Billed Therms

Magma Service Area

Rate: For billing cycles May through October
\$18.30 Gas System Service Charge, plus
~~\$0.8203~~ **\$0.8777** per Billed Therm, Usage Charge first 25 Billed Therms and
~~\$0.4058~~ **\$0.4667** per Billed Therm, Usage Charge all additional Billed Therms

For billing cycles November through April
\$21.54 Gas System Service Charge, plus
~~\$0.8203~~ **\$0.8777** per Billed Therm, Usage Charge first 25 Billed Therms and
~~\$0.8904~~ **\$1.1037** per Billed Therm, Usage Charge all additional Billed Therms

A per Billed Therm Natural Gas Supply Cost Adjustment shall be included in all bills. See Adjustment 1 below.

ADJUSTMENTS

1. A Purchased Natural Gas Cost Adjustment Factor ("PNGCAF") shall be added to all bills based on the cost of purchased natural gas and its delivery to the City's gas utility, as shown on the Tariff Adjustments sheet.
2. Taxes and Impositions. The applicable proportionate part of any taxes or governmental impositions that are assessed on the basis of the gross revenues of the City and/or the price or revenue from the gas or service sold and/or the volume of gas generated or purchased for sale and/or sold hereunder shall be added to each utility bill.

3. A residential surcharge shall be included in the Magma Gas Cost Adjustment when the City of Mesa Magma residential total billing amounts are lower than the most recent comparable market rate total billing amounts. This surcharge shall be equal to the difference between the City of Mesa Magma residential total monthly billing amounts and the calculated total billing amounts based on the most recent comparable market rates, and shall be included as such differences occur.

THERM DEFINED

"Therm" - that amount of gas having a heating value of 100,000 BTU (British Thermal Units)

TERMS AND CONDITIONS

See Terms and Conditions for the Sale of Utilities

RESIDENTIAL COMPRESSED NATURAL GAS SERVICE

City - G1.9, Magma - GM1.9

APPLICATION

These rates are applicable to any residential customer served primarily or entirely from City and Magma gate stations and other distribution infrastructure located within the corporate limits of the City of Mesa, using natural gas for the sole purpose of compressing natural gas for use as a fuel vehicular internal combustion engine for monthly billing cycles commencing on and after the Effective Date.

Service under these schedules shall be through one or more meters at the option of the City's Energy Resources Department, provided they are located at the same premise. Service for any end use of gas other than compression of natural gas for vehicle use, such as space heating, water heating, processing or boiler fuel use, is not permitted under these schedules nor through the meter(s) through which service under these schedules is provided. Not applicable to temporary, breakdown, standby, supplementary, or resale service.

MONTHLY BILLING CYCLE

City Service Area

Rate: For billing cycles May through October
\$36.66 Service Charge, plus
~~\$0.0978~~ **\$0.1046** per Billed Therm, all Billed Therms

For billing cycles November through April
\$46.34 Service Charge, plus
~~\$0.0978~~ **\$0.1046** per Billed Therm, all Billed Therms

Magma Service Area

Rate: For billing cycles May through October
\$39.64 Service Charge, plus
~~\$0.1080~~ **\$0.1156** per Billed Therm, all Billed Therms

For billing cycles November through April
\$50.33 Service Charge, plus
~~\$0.1080~~ **\$0.1156** per Billed Therm, all Billed Therms

A per Billed Therm Gas Cost shall be included in all bills. See Adjustment 1 below.

HIGH PRESSURE GAS SERVICE

City Service Area

An additional charge of \$13.37 per billing cycle will be made for each meter being supplied with a higher than normal pressure.

Magma Service Area

An additional charge of \$14.58 per billing cycle will be made for each meter being supplied with a higher than normal pressure.

ADJUSTMENTS

1. A Purchased Natural Gas Cost Adjustment Factor (“PNGCAF”) shall be added to all bills based on the cost of purchased natural gas and its delivery to the City’s gas utility, as shown on the Tariff Adjustments sheet.
2. Taxes and Impositions. The applicable proportionate part of any taxes or governmental impositions that are assessed on the basis of the gross revenues of the City and/or the price or revenue from the gas or service sold and/or the volume of gas generated or purchased for sale and/or sold hereunder shall be added to each utility bill.

THERM DEFINED

"Therm" - that amount of gas having a heating value of 100,000 BTU (British Thermal Units).

TERMS AND CONDITIONS

See Terms and Conditions for the Sale of Utilities

City of Mesa
Mesa, Arizona

General Gas Service
Effective Date ~~03/01/25~~ **TBD**
Ordinance No. ~~5923~~ **TBD**
Supersedes Schedule Effective ~~02/01/24~~ **03/01/25**

GENERAL GAS SERVICE

City – G3.1, Magma - GM3.1

Interdepartmental – G6.1

GENERAL GAS SERVICE – Public Authorities

Hospitals – City – G7.1, Magma – GM7.1

Federal – City – G7.2, Magma - GM7.2

State & Local Govts – City – G8.1, Magma – GM8.1

Schools – City – G9.1, Magma – GM9.1

APPLICATION

This rate is applicable to any nonresidential customer using the City's natural gas for any purpose, provided the customer's premises are designated by the City as suitable for service hereunder; and which (i) is served primarily or entirely from City and Magma gate stations and other distribution infrastructure located within the corporate limits of the City of Mesa; (ii) if an existing customer, has average monthly billed usage in the last twelve (12) months of less than six thousand seven hundred (6,700) Billed Therms, or if a new customer or a customer with less than twelve (12) months of billing history, has anticipated average monthly billed usage in the next twelve (12) months of less than six thousand seven hundred (6,700) Billed Therms; and (iii) is supplied at one point of delivery and measured through one meter for monthly billing cycles commencing on and after the Effective Date.

Not applicable to temporary, breakdown, standby, supplementary or resale service.

MONTHLY BILLING CYCLE

City Service Area

Rate: For billing cycles May through October
~~\$44.66~~ **\$47.66** Service Charge, plus
~~\$0.5929~~ **\$0.6107** per Billed Therm, first 1,500 Billed Therms and
~~\$0.4366~~ **\$0.4584** per Billed Therm, all additional Billed Therms

For billing cycles November through April
~~\$54.34~~ **\$57.34** Service Charge, plus
~~\$0.6421~~ **\$0.6614** per Billed Therm, first 1,500 Billed Therms and
~~\$0.6308~~ **\$0.6623** per Billed Therm, all additional Billed Therms

Magma Service Area

Rate: For billing cycles May through October
~~\$51.48~~ **\$54.48** Service Charge, plus
~~\$0.7324~~ **\$0.7544** per Billed Therm, first 1,500 Billed Therms and
~~\$0.5393~~ **\$0.5663** per Billed Therm, all additional Billed Therms

For billing cycles November through April
~~\$63.41~~ **\$66.41** Service Charge, plus
~~\$0.7929~~ **\$0.8167** per Billed Therm, first 1,500 Billed Therms and
~~\$0.7790~~ **\$0.8180** per Billed Therm, all additional Billed Therms

A per Billed Therm Gas Cost shall be included in all bills. See Adjustment 1 below.

HIGH PRESSURE GAS SERVICE

City Service Area

An additional charge of \$14.73 per billing cycle will be made for each meter being supplied with a higher than normal pressure. This charge will be made regardless of the quantity of gas consumed in the month.

Magma Service Area

An additional charge of \$21.49 per billing cycle will be made for each meter being supplied with a higher than normal pressure. This charge will be made regardless of the quantity of gas consumed in the month.

GAS LINE EXTENSION AGREEMENT

Prior to construction of any incremental delivery infrastructure, the City may require that the customer execute a contract which may include commitments from the customer, including but not limited to, service requirements and consumption. This contract may require the payment by customer, prior to construction, of some or all of the infrastructure extension costs in accordance with the Mesa City Code.

SUBSTITUTION OF RATE

The customer may transfer to another rate for which such customer is qualified after any period of twelve (12) months or more of continuous service hereunder. Each such transfer shall be effective with the first regular meter reading date following the written request for, and confirmation by the City of qualification for, such transfer.

ADJUSTMENTS

1. A Purchased Natural Gas Cost Adjustment Factor ("PNGCAF") shall be added to all bills based on the cost of purchased natural gas and its delivery to the City's gas utility, as shown on the Tariff Adjustments sheet.
2. Taxes and Impositions. The applicable proportionate part of any taxes or governmental impositions that are assessed on the basis of the gross revenues of the City and/or the price or revenue from the gas or service sold and/or the volume of gas generated or purchased for sale and/or sold hereunder shall be added to each utility bill.

THERM DEFINED

"Therm" - that amount of gas having a heating value of 100,000 BTU (British Thermal Units).

TERMS AND CONDITIONS

See Terms and Conditions for the Sale of Utilities

INTERFERING EQUIPMENT

Whenever the customer's gas equipment has characteristics that may cause interference with City's Gas Service, including but not limited to service to other customers or interference with accurate metering, Customer shall provide facilities at customer's expense to preclude such interference prior to receiving service

City of Mesa
Mesa, Arizona

Cogeneration Gas Service
Effective Date ~~03/01/25~~ **TBD**
Ordinance No. ~~5923~~ **TBD**
Supersedes Schedule Effective ~~02/01/24~~ **03/01/25**

COGENERATION GAS SERVICE

City – G3.5, Magma – GM3.5

Interdepartmental – G6.5

COGENERATION GAS SERVICE – Public Authorities

Hospitals – City – G7.7, Magma – GM7.7

APPLICATION

These rates are applicable to any nonresidential customer served primarily or entirely from City and Magma gate stations and other distribution infrastructure located within the corporate limits of the City of Mesa using the City's natural gas service for Cogeneration or On-Site Generation for monthly billing cycles commencing on and after the Effective Date. The electricity that is required by a given facility is produced onsite by natural gas fueled engines, fuel cells, or turbines with the capability of supplementing the local electric utility's supply and/or recovering the equipment's heat of rejection for space conditioning and/or process uses.

MONTHLY BILLING CYCLE

City Service Area

Rate: ~~\$477.51~~ **\$480.51** Service Charge, plus
~~\$0.0988~~ **\$0.1018** per Billed Therm, all Billed Therms

Magma Service Area

Rate: ~~\$586.13~~ **\$589.13** Service Charge, plus
~~\$0.1221~~ **\$0.1258** per Billed Therm, all Billed Therms

A per Billed Therm Gas Cost shall be included in all bills. See Adjustment 1 below.

HIGH PRESSURE GAS SERVICE

City Service Area

An additional charge of \$14.73 billing cycle will be made for each meter being supplied with a higher than normal pressure. This charge will be made regardless of the quantity of gas consumed in the month.

Magma Service Area

An additional charge of \$21.49 billing cycle will be made for each meter being supplied with a higher than normal pressure. This charge will be made regardless of the quantity of gas consumed in the month.

ADJUSTMENTS

1. A Purchased Natural Gas Cost Adjustment Factor ("PNGCAF") shall be added to all bills based on the cost of purchased natural gas and its delivery to the City's gas utility, as shown on the Tariff Adjustments sheet.
2. Taxes and Impositions. The applicable proportionate part of any taxes or governmental impositions that are assessed on the basis of the gross revenues of the City and/or the price or revenue from the gas or service sold and/or the volume of gas generated or purchased for sale and/or sold hereunder shall be added to each utility bill.

THERM DEFINED

"Therm" - that amount of gas having a heating value of 100,000 BTU (British Thermal Units).

TERMS AND CONDITIONS

See Terms and Conditions for the Sale of Utilities

City of Mesa
Mesa, Arizona

Large General Gas Service
Effective Date ~~03/01/25~~**TBD**
Ordinance No. ~~5923~~**TBD**
Supersedes Schedule Effective ~~02/01/24~~**03/01/25**

LARGE GENERAL GAS SERVICE

City – G3.6, Magma – GM3.6

Interdepartmental – G6.10

LARGE GENERAL GAS SERVICE – Public Authorities

Federal – City – G7.3, Magma – GM7.3

Hospitals – City – G7.5, Magma – GM7.5

State & Local Govts – City – G8.2, Magma – GM8.2

Schools – City – G9.2, Magma – GM9.2

APPLICATION

This rate is applicable to any nonresidential customer using the City's natural gas for any purpose, provided the customer's premises are designated by the City as suitable for service hereunder; and which (i) is served primarily or entirely from City and Magma gate stations and other distribution infrastructure located within the corporate limits of the City of Mesa; (ii) if an existing customer, has average monthly billed usage in the preceding twelve (12) months of equal to or greater than six thousand seven hundred (6,700) Billed Therms, or if a new customer or a customer with less than twelve (12) months of billing history, has anticipated average monthly billed usage in the next twelve (12) months equal to or greater than six thousand seven hundred (6,700) Billed Therms, and; (iii) is supplied at one point of delivery and measured through one meter for monthly billing cycles commencing on and after the Effective Date.

Not applicable to temporary, breakdown, standby, supplementary or resale service.

MONTHLY BILLING CYCLE

City Service Area

Service Charge: ~~\$939.36~~**\$942.36** per billing cycle

Rate: ~~\$0.3192~~**\$0.3288** per Billed Therm, all Billed Therms

Magma Service Area

Service Charge: ~~\$1,156.58~~**\$1,159.58** per billing cycle

Rate: ~~\$0.3943~~**\$0.4061** per Billed Therm, for all Billed Therms

A per Billed Therm Gas Cost shall be included in all bills. See Adjustment 1 below.

HIGH PRESSURE GAS SERVICE

City Service Area

An additional charge of \$14.73 per billing cycle will be made for each meter being supplied with a higher than normal pressure. This charge will be made regardless of the quantity of gas consumed in the month.

Magma Service Area

An additional charge of \$21.49 per billing cycle will be made for each meter being supplied with a higher than normal pressure. This charge will be made regardless of the quantity of gas consumed in the month.

ADJUSTMENTS

1. A Purchased Natural Gas Cost Adjustment Factor ("PNGCAF") shall be added to all bills based on the cost of purchased natural gas and its delivery to the City's gas utility, as shown on the Tariff Adjustments sheet.
2. Taxes and Impositions. The applicable proportionate part of any taxes or governmental impositions that are assessed on the basis of the gross revenues of the City and/or the price or revenue from the gas or service sold and/or the volume of gas generated or purchased for sale and/or sold hereunder shall be added to each utility bill.

THERM DEFINED

"Therm" - that amount of gas having a heating value of 100,000 BTU (British Thermal Units).

TERMS AND CONDITIONS

See Terms and Conditions for the Sale of Utilities.

GAS LINE EXTENSION AGREEMENT

Prior to construction of any incremental delivery infrastructure, the City may require that the customer execute a contract which may include commitments from the customer, including but not limited to, service requirements and consumption. This contract may require the payment by customer, prior to construction, of some or all of the infrastructure extension costs in accordance with the Mesa City Code.

SUBSTITUTION OF RATE

The customer may transfer to another rate for which such customer is and remains qualified after any period of twelve (12) months or more of continuous service hereunder. Each such transfer shall be effective with the first regular meter reading date following the written request for, and confirmation by the City of qualification for, such transfer.

INTERFERING EQUIPMENT

Whenever any of the customer's utilization equipment has characteristics that will cause interference with service to any other customer or interfere with proper metering, suitable facilities shall be provided at the customer's expense to preclude such interference.

CUSTOMER ATTRACTION AND RETENTION GAS SERVICE

City – G3.7, Magma – GM3.7

PURPOSE

The purpose of this Schedule is to provide a rate for the attraction or retention of eligible large Non-Residential Customers.

APPLICATION

This rate is applicable to any Non-Residential Customer using the City's natural gas for any purpose, provided the customer's Premise is designated by the City as suitable for service hereunder; and which (i) is served primarily or entirely from City and Magma gate stations and other distribution infrastructure; and (ii) meets the following Eligibility Criteria. These rates are applicable for the billing of utilities for the monthly billing cycles commencing on and after the Effective Date.

ELIGIBILITY CRITERIA

1. New and expanding Non-Residential Customers must satisfy the following conditions to be and remain eligible to receive service under this Schedule. Within a period of three (3) years for new Customers and two (2) years for expanding, existing Customers, the Customer must:
 - a. Have a minimum monthly average energy consumption of thirty-six thousand (36,000) Therms as calculated on a 12 month basis from meter readings at a single Premise; and
 - b. Establish and maintain fifty (50) new or additional full time employees (subject to verification through unemployment tax and wage reporting or comparable records) at the qualifying Premise; and
 - c. Make a minimum capital investment in property/facility improvements of twenty-five million dollars (\$25,000,000) at the qualifying Premise (subject to initial verification through Maricopa County tax and assessment statements, building permits or comparable records).
2. All Non-Residential Customers otherwise satisfying the Eligibility requirements under this Schedule must also have no existing delinquencies relating to payment of City utility services.

INELIGIBILITY OR LOSS OF ELIGIBILITY

Customers that become ineligible for service under this Schedule will be served under the otherwise applicable City Natural Gas rate schedule. As set forth in the Eligibility requirements, Customer may be responsible for payment of back charges under the otherwise applicable City Natural Gas Rate Schedule for service provided under this Schedule where the Customer fails to meet the eligibility criteria.

MONTHLY BILLING CYCLE

Service Charge: ~~\$937.36~~ **\$940.36** per billing cycle
Rate: ~~\$0.3492~~ **\$0.3288** per Billed Therm, Usage Charge first 90,000 Billed Therms and
~~\$0.2463~~ **\$0.2271** per Billed Therm, Usage Charge, all Billed Therms greater than 90,000 and less than or equal to 500,000 and
\$0.1400 per Billed Therm, Usage Charge all additional Billed Therms

A per Billed Therm Gas Cost shall be included in all bills. See Adjustment 1 below.

HIGH PRESSURE GAS SERVICE

City Service Area

An additional charge of \$14.73 per billing cycle will be made for each meter being supplied with a higher than normal pressure. This charge will be made regardless of the quantity of gas consumed in the month.

Magma Service Area

An additional charge of \$21.49 per billing cycle will be made for each meter being supplied with a higher than normal pressure. This charge will be made regardless of the quantity of gas consumed in the month.

ADJUSTMENTS

1. A Purchased Natural Gas Cost Adjustment Factor ("PNGCAF") shall be added to all bills based on the cost of purchased natural gas and its delivery to the City's gas utility, as shown on the Tariff Adjustments sheet.
2. Taxes and Impositions. The applicable proportionate part of any taxes or governmental impositions that are assessed on the basis of the gross revenues of the City and/or the price or revenue from the gas or service sold and/or the volume of gas generated or purchased for sale and/or sold hereunder shall be added to each utility bill.

THERM DEFINED

"Therm" - that amount of gas having a heating value of 100,000 BTU (British Thermal Units).

TERMS AND CONDITIONS

See Terms and Conditions for the Sale of Utilities.

GAS LINE EXTENSION AGREEMENT

Prior to construction of any incremental delivery infrastructure, the City may require that the customer execute a contract which may include commitments from the customer, including but not limited to, service requirements and consumption. This contract may require the payment by customer, prior to construction, of some or all of the infrastructure extension costs in accordance with the Mesa City Code and may include a guarantee of revenues.

SUBSTITUTION OF RATE

The customer may transfer to another rate for which such customer is and remains qualified after any period of twelve (12) months or more of continuous service hereunder. Each such transfer shall be effective with the first regular meter reading date following the written request for, and confirmation by the City of qualification for, such transfer.

INTERFERING EQUIPMENT

Whenever any of the customer's utilization equipment has characteristics that will cause interference with service to any other customer or interfere with proper metering, suitable facilities shall be provided at the customer's expense to preclude such interference.

GENERAL SERVICE COMPRESSED NATURAL GAS SERVICE – SMALL

City – G3.9, Magma - GM3.9
Interdepartmental – G6.9

APPLICATION

These rates are applicable to gas service to any non-residential customer served primarily or entirely from City and Magma gate stations and other distribution infrastructure located within the corporate limits of the City of Mesa using natural gas for the sole purpose of compressing natural gas for use as a fuel in vehicular internal combustion engines for monthly billing cycles commencing on and after the Effective Date.

Service under these schedules shall be through one or more meters at the option of the City's Energy Resources Department, provided they are located at the same premise. Service for any end use of gas other than compression of natural gas for vehicle use, such as space heating, water heating, processing or boiler fuel use, is not permitted under these schedules nor through the meter(s) through which service under these schedules is provided. Small general service compressed natural gas service customers are defined as those compressing natural gas using equipment rated at 30 cubic feet per minute or less, and who receive service at 5 pounds per square inch gauge or less.

MONTHLY BILLING CYCLE

City Service Area

Rate: For billing cycles May through October
~~\$40.66~~ **\$43.66** Service Charge, plus
~~\$0.1534~~ **\$0.1580** per Billed Therm Usage Charge, all Billed Therms

For billing cycles November through April
~~\$50.34~~ **\$53.34** Service Charge, plus
~~\$0.1534~~ **\$0.1580** per Billed Therm Usage Charge, all Billed Therms

Magma Service Area

Rate: For billing cycles May through October
~~\$47.48~~ **\$50.48** Service Charge, plus
~~\$0.1896~~ **\$0.1953** per Billed Therm Usage Charge, all Billed Therms

For billing cycles November through April
~~\$59.41~~ **\$62.41** Service Charge, plus
~~\$0.1896~~ **\$0.1953** per Billed Therm Usage Charge, all Billed Therms

A per Billed Therm Gas Cost shall be included in all bills. See Adjustment 1 below.

ADJUSTMENTS

1. A Purchased Natural Gas Cost Adjustment Factor (“PNGCAF”) shall be added to all bills based on the cost of purchased natural gas and its delivery to the City’s gas utility, as shown on the Tariff Adjustments sheet.
2. Taxes and Impositions. The applicable proportionate part of any taxes or governmental impositions that are assessed on the basis of the gross revenues of the City and/or the price or revenue from the gas or service sold and/or the volume of gas generated or purchased for sale and/or sold hereunder shall be added to each utility bill.

THERM DEFINED

"Therm" - that amount of gas having a heating value of 100,000 BTU (British Thermal Units).

TERMS AND CONDITIONS

See Terms and Conditions for the Sale of Utilities.

GENERAL SERVICE COMPRESSED NATURAL GAS SERVICE – LARGE

City – G3.9L, Magma - GM3L
Interdepartmental – G6.9L

APPLICATION

These rates are applicable to gas service to any non-residential customer served primarily or entirely from City and Magma gate stations and other distribution infrastructure located within the corporate limits of the City of Mesa using natural gas for the sole purpose of compressing natural gas for use as a fuel in vehicular internal combustion engines for monthly billing cycles commencing on and after the Effective Date.

Service under these schedules shall be through one or more meters at the option of the City's Energy Resources Department, provided they are located at the same premise. Service for any end use of gas other than compression of natural gas for vehicle use, such as space heating, water heating, processing or boiler fuel use, is not permitted under these schedules nor through the meter(s) through which service under these schedules is provided. Large general service compressed natural gas service customers are defined as those compressing natural gas using equipment rated above 30 cubic feet per minute or receiving service at more than 5 pounds per square inch gauge.

MONTHLY BILLING CYCLE

City Service Area

Rate: For billing cycles May through October
~~\$107.00~~**\$110.00** Service Charge, plus
~~\$0.1534~~**\$0.1580** per Billed Therm Usage Charge, all Billed Therms

For billing cycles November through April
~~\$107.00~~**\$110.00** Service Charge, plus
~~\$0.1534~~**\$0.1580** per Billed Therm Usage Charge, all Billed Therms

Magma Service Area

Rate: For billing cycles May through October
~~\$127.59~~**\$130.59** Service Charge, plus
~~\$0.1896~~**\$0.1953** per Billed Therm Usage Charge, all Billed Therms

For billing cycles November through April
~~\$127.59~~**\$130.59** Service Charge, plus
~~\$0.1896~~**\$0.1953** per Billed Therm Usage Charge, all Billed Therms

A per Billed Therm Gas Cost shall be included in all bills. See Adjustment 1 below.

HIGH PRESSURE GAS SERVICE

City Service Area

An additional charge of \$14.73 per billing cycle will be made for each meter being supplied with a higher than normal pressure.

Magma Service Area

An additional charge of \$21.49 per billing cycle will be made for each meter being supplied with a higher than normal pressure.

ADJUSTMENTS

1. A Purchased Natural Gas Cost Adjustment Factor (“PNGCAF”) shall be added to all bills based on the cost of purchased natural gas and its delivery to the City’s gas utility, as shown on the Tariff Adjustments sheet.
2. Taxes and Impositions. The applicable proportionate part of any taxes or governmental impositions that are assessed on the basis of the gross revenues of the City and/or the price or revenue from the gas or service sold and/or the volume of gas generated or purchased for sale and/or sold hereunder shall be added to each utility bill.

THERM DEFINED

"Therm" - that amount of gas having a heating value of 100,000 BTU (British Thermal Units).

TERMS AND CONDITIONS

See Terms and Conditions for the Sale of Utilities.

TRANSPORTATION GAS SERVICE

City – G6.3, Magma – GM6.3

TRANSPORTATION GAS SERVICE- Public Authorities

Federal – City – G7.4, Magma – GM7.4

Hospitals – City – G7.6, Magma – GM7.6

State & Local Govts - City – G8.3, Magma – GM8.3

Schools – City – G9.3, Magma – GM9.3

APPLICATION

This rate is applicable to any Customer receiving local distribution service from City and Magma’s gate stations and other distribution infrastructure owned by the City of Mesa (“System”) (1) meeting the qualifications listed in the “Customer Eligibility” section of this rate schedule or (2) that is required by the City to receive transportation gas service due to high demand or other unique Customer characteristics, all subject to the following:

1. The Customer shall enter into a Natural Gas Transportation Agreement (“Agreement”) specified by the City.
2. The Customer has arranged for the purchase, transmission, and delivery of natural gas from third parties to the System (“Delivered Gas”) sufficient to meet the Customer’s demands.
3. City reserves the right to limit or deny service if, in its sole and absolute discretion, (1) adequate capacity is not available in or to the existing City and/or Magma System, (2) such service would adversely affect other City and/or Magma System full-requirements sales customers, or (3) such service would pose a hazard to public safety.
4. Natural gas transported by the City under this schedule may not be resold and shall be for the Customer’s consumption only.

These rates are applicable for monthly billing cycles commencing on and after the Effective Date.

CUSTOMER ELIGIBILITY

A Customer may be eligible to receive natural gas transportation service under this Transportation Gas Service Tariff if the following conditions are satisfied:

1. The Customer’s average monthly consumption on an annual basis at one of the customer’s metered points of delivery designated in the Agreement is no less than fifteen thousand (15,000) Therms.
2. The Customer’s monthly and average hourly load factor is acceptable to the City in its sole and absolute discretion and appropriate for a transportation customer. If the Customer is new to the City and Magma’s Gas system, or if the Customer is altering its operations such that its natural gas consumption will be modified, the Customer shall provide sufficient evidence, in the City’s sole and absolute discretion, that future consumption will satisfy this requirement.
3. The Customer has demonstrated to the City’s satisfaction that the Customer has procured adequate Delivered Gas necessary to meet the Customer’s natural gas requirements for a term acceptable to City. Such gas shall be of a quality and composition acceptable to the City and its upstream pipeline operators as described in the upstream pipeline operators’ gas tariff as filed with and approved by the Federal Energy Regulatory Commission (“FERC”).

4. The City has available System capacity to receive the Delivered Gas and render the requested service. City does not guarantee capacity to receive Delivered Gas in any amount and Customer is solely responsible for determining the availability of such capacity with City and the interstate pipeline provider. City's capacity to receive and transport Delivered Gas will generally be determined on a first-come first-served basis and Delivered Gas shall not be higher priority through City's gates over City-purchased gas supplies.

Additional conditions may apply and be included in the Natural Gas Transportation Service Agreement. Failure to satisfy any of these conditions may result in the cessation, limitation, or termination of transportation service at the City's sole and absolute discretion. The availability, nature, and extent of full requirements or other gas service upon any termination of transportation service shall be at the sole absolute discretion of City.

MAXIMUM DAILY DELIVERY QUANTITY

1. Customer shall be subject to a Maximum Daily Delivery Quantity ("MDDQ") and Maximum Hourly Delivery Quantity ("MHDQ") (collectively, the "Maximum Delivery Quantities" or "MDQs") of Delivered Gas to be transported by City. Such MDQs shall be specified in the Natural Gas Transportation Agreement.
2. City may, in its sole and absolute discretion, from time to time, and at the advance written request of Customer (no later than 24 hours before the start of any requested "Gas Day", defined by the Transmission Provider's tariff and shall generally mean a period of twenty-four (24) consecutive hours beginning at 8:00 A.M., Mountain Clock Time ("MCT"), and pursuant to the scheduling and notification requirements of this Tariff and the Natural Gas Transportation Agreement) transport additional amounts of Delivered Gas over the MDQs. Such additional amounts of Delivered Gas shall be referred to as "Authorized Gas Over MDQ".
3. During times of maintenance or other restrictions or limitations on the System or applicable interstate pipeline systems, and subject to advance written notice by City (no later than 24 hours before the start of any requested Gas Day and pursuant to the notification requirements of this Tariff except in the event of an emergency), City may require a reduction in Customer's consumption and deliveries for a Gas Day. Such reduction amounts of Delivered Gas shall be referred to as "MDQ Reduction Quantities". Notwithstanding the foregoing, during times of emergency such as critical operating conditions on the pipeline or under circumstances where 24-hour notice is impractical, City will use commercially reasonable efforts to provide notice to Customer of required MDQ Reduction Quantities.
4. The total amount of gas authorized by City for transportation on the System is referred to as "City-Authorized Gas" and shall be equal to the MDQs plus any Authorized Gas Over MDQ less any MDQ Reduction Quantities.
 - a. Daily City-Authorized Gas shall be calculated based on such calculation in a complete Gas Day; and
 - b. Hourly City-Authorized Gas shall be calculated based on in each hour.

OVERRUNS, UNDERRUNS & IMBALANCES

Customer must conform their Burns of gas to the amount of Delivered Gas.

1. Imbalances. Any difference between a Customer's Burns and the amount of Delivered Gas received by City within the applicable Daily Operating Window shall be considered an "Imbalance".
 - a. Any Imbalance where Customer's Burns exceed the amount Delivered Gas shall be considered a "Negative Imbalance" and shall be a sale of gas from the City to Customer on the day in which the Imbalance occurred.
 - b. Any Imbalance where the amount of Delivered Gas received by City exceeds the Customer's Burns shall be considered a "Positive Imbalance" and shall be a sale of gas from the Customer to City on the day in which the Imbalance occurred and such quantities shall be retained by City.

2. Operating Windows. The Customer's operating windows are defined as follows:
 - a. Daily Operating Window:
 - i. In any Gas Day, Customer shall have a Daily Operating Window in which Customer's Burns must match the amount of Delivered Gas such that Burns must be within the lesser of (i) plus or minus twenty percent ($\pm 20\%$) or (ii) plus or minus ten thousand ($\pm 10,000$) Therms. All gas outside of the applicable Daily Operating Window shall be considered a "Daily Overrun" (if the Burns of Gas are in excess of the Delivered Gas) or a "Daily Underrun" (if the Delivered Gas is in excess of the Burns of Gas).
 - b. Monthly Operating Window:
 - i. In any Month, Customer shall have a Monthly Operating Window under which Customer's Burns must match the amount of Delivered Gas within the lesser of (i) plus or minus five percent ($\pm 5\%$) of the Delivered Gas or (ii) plus or minus five hundred (± 500) Therms. All gas outside of this Monthly Operating Window shall be considered a "Monthly Overrun" (if the Burns exceed the Delivered Gas) or a "Monthly Underrun" (if the Delivered Gas exceeds the Burns).
3. Daily Unauthorized Gas Quantities.
 - a. All Burns above Daily City Authorized Gas will be subject to those charges and penalties in the Transportation Agreement.
 - b. Any Negative Imbalances for Burns above Daily City Authorized Gas shall be considered "Daily Unauthorized Gas Quantities" and shall be sold by City and Customer charged those rates in Table 1 as "Daily Unauthorized Gas Quantities Negative Imbalance."
 - c. Any Positive Imbalances for Burns above Daily City Authorized Gas shall be considered "Daily Unauthorized Gas Quantities" shall be sold by Customer and Customer credited at those rates in Table 1 as "Daily Unauthorized Gas Quantities Positive Imbalance."
 - d. Daily Unauthorized Gas Quantities, whether for a Positive Imbalance or Negative Imbalance shall not be charged or credited duplicative Daily Overrun or Daily Underrun charges in Table 1, as applicable.
4. In addition to all other charges listed herein and the Transportation Agreement, during each Billing Period, Customer shall be charged and invoiced according to the following in a monthly imbalance invoice. If any such Daily Average Indexes are negative, then the charge/payment shall be zero dollars per dekatherm:

Table 1) Imbalance Charges for Daily Imbalances:

Imbalance Type	Charge (Credit) to Customer per Dekatherm, All for the Applicable Gas Day
Daily Unauthorized Gas Quantities Negative Imbalance	The greater of (a) 200% of the Daily Average Index for the El Paso S. Mainline/N. Baja or (b) City's actual cost to source and deliver gas to Customer.
Daily Overrun	150% of the Daily Average Index for the El Paso S. Mainline/N. Baja
Negative Imbalance	The Daily Average Index for the greater of El Paso Permian or El Paso San Juan
Positive Imbalance	The Daily Average Index for the greater of El Paso Permian or El Paso San Juan
Daily Underrun	75% of the Daily Average Index for the greater of El Paso Permian or El Paso San Juan.
Daily Unauthorized Gas Quantities Positive Imbalance	50% of the Daily Average Index for the greater of El Paso Permian or El Paso San Juan.

5. **Monthly Overrun and Underrun Quantities.** For all Monthly Overrun quantities or Monthly Underrun quantities, Customer shall be charged an additional \$0.25 per Dekatherm.
6. **Hourly Unauthorized Gas Quantities.** Any hourly Burns above Hourly City-Authorized Gas shall be considered "Hourly Unauthorized Gas Quantities". Hourly Unauthorized Gas Quantities shall be charged an additional \$5.00 per Dekatherm when available. City's ability to transport Hourly Unauthorized Gas Quantities may be limited by the available capacity of metering equipment, distribution system infrastructure, city gate station infrastructure, or any other factor limiting receipt by City or transportation of those quantities to Customer.
7. In addition to the charges listed above, Customer shall be responsible for:
 - a. Any incremental imbalance penalties, acquired capacity charges, taxes, charges, surcharges, increased transmission costs, and all other increased costs incurred by City resulting from Customer's Imbalances, Overruns, Underruns, and/or Daily or Hourly Unauthorized Gas Quantities ("Penalties") regardless of whether City, in its sole and absolute discretion, chooses to dispute such imposition.
 - b. The Customer will be charged a pro rata share of any upstream pipeline charges, Penalties, and/or fees that were incurred by the City attributable to the Customer.
8. Under no circumstances shall the provisions of this section be considered as giving the Customer any right to Imbalances, Overruns, Underruns, and/or Daily or Hourly Unauthorized Gas Quantities in any amount, nor shall this Section or payments thereunder be considered as a substitute for any other remedy available to the City against the Customer for failure to respect its obligation to conform its Burns to the volumes of City-Authorized Gas delivered to the System within the same period.
9. The City shall not assess Imbalance, Overrun, or Daily Unauthorized Gas Charges more than once on the same volumes of gas and where more than one such charge is authorized, the greatest charge shall be imposed.

CUSTOMER DEFAULT

The City shall not be required to perform or continue service on behalf of any Customer that fails to comply with the terms contained in this schedule and the terms of the Customer's Agreement with the Utility. The Utility shall have the right to waive any one or more specific defaults by any Customer under any provision of this schedule or the Agreement, provided, however, that no such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

MONTHLY BILLING CYCLE

The Natural Gas Transportation Service rate shall apply to all gas transported during the billing cycle.

Service Charge:	\$1,152.58 \$1,155.58 per billing cycle
Rate:	\$0.3164 \$0.3259 per Billed Therm, Usage Charge first 15,000 Therms; and
	\$0.2871 \$0.3015 per Billed Therm, Usage Charge, all Billed Therms greater than 15,000
	and less than or equal to 90,000 Therms; and
	\$0.2163 per Billed Therm, Usage Charge, all Billed Therms greater than 90,000 and less
	than or equal to 500,000 Therms; and
	\$0.1400 per Billed Therm, Usage Charge, all additional Billed Therms

In addition, the Customer shall be responsible for any other costs as specified in the Agreement. The minimum charge per month shall be the Monthly Billing Cycle Service Charge, plus all adjustments set forth herein.

Customer shall be responsible for tracking all Delivered Gas and reporting the same to City in a format acceptable to City for each billing cycle, no later than the 15th day of the subsequent billing cycle. These reports will be subject to City review and approval. Notwithstanding the forgoing, City may, at its sole option, independently track Customer's Delivered Gas, Burns, Daily and Hourly Unauthorized Gas Quantities, Imbalances, Overruns, and Underruns.

ADJUSTMENTS

1. The applicable proportionate part of any taxes or governmental impositions that are assessed on the basis of the gross revenues of the City and/or the price or revenue from the gas or service sold and/or the volume of gas generated or purchased for sale and/or sold hereunder shall be added to each utility bill.
2. If any sales, excise, or other new or additional taxes, licenses, or fees are hereafter imposed against the City related to services rendered to Customer, such tax or taxes, licenses or fees shall be reimbursed by Customer to City.
3. Charges incurred through the Agreement or through this rate schedule other than those Service Charge and Rates listed above may be charged during subsequent billing cycles.

POINT OF RECEIPT

Delivered Gas intended for transportation to Customer under this schedule shall be tendered to City at the outlet of the pipeline meter assigned to City and as determined by the City in its sole and absolute discretion and specified in the Agreement ("Point of Receipt").

POINT OF DELIVERY

All Delivered Gas transported to Customer by City hereunder shall be tendered at outlet of the Customer's meter ("Delivery Point"). If Customer has more than one Delivery Point, Customer must specify what proportion of the supplied gas is to be transported to each Delivery Point in the Agreement.

RECEIPT POINT PRESSURE

Delivered Gas received by the City for transportation hereunder must be tendered at a pressure sufficient to allow gas to enter the System but not in excess of the maximum pressures specified in City's service agreement with El Paso Natural Gas Company (or other interstate natural gas transmission pipeline). City shall not be required to compress into its System or facilities Delivered Gas received by City under this schedule, to lower its System operating pressure, to alter the direction of gas flow and/or the gas load or other operation or utilization of its System, or otherwise to change its normal distribution operations in order to receive and transport Delivered Gas hereunder.

DELIVERY POINT PRESSURE

City shall transport Delivered Gas to each Delivery Point designated in the Agreement at such pressures as are available from time to time. Pressure is not warranted or guaranteed.

SCHEDULING AND NOMINATION INFORMATION

North American Energy Standards Board guidelines incorporated in FERC Order No. 809 applicable to the Kinder Morgan El Paso Natural Gas pipeline (or other interstate natural gas transmission pipeline) will be followed regarding nominating, confirming and scheduling gas receipts and deliveries, as they may be revised by the FERC from time to time. The Customer shall be responsible for directly contacting the City or its designee (collectively the "City") and the upstream interstate natural gas transmission pipeline(s) to arrange for the nominating and scheduling of receipts and deliveries hereunder, provided, however, that the Customer may designate one party to serve as its Agent for such purpose. The City and upstream interstate natural gas transmission pipeline(s) require that specific information be provided to successfully process each nomination. It is Customer's responsibility to satisfy the information requirements of both the City and the upstream interstate natural gas transmission pipeline(s).

LIMITATION ON TRANSPORTATION OBLIGATIONS

Customer's daily Burns are to be consumed and supplied at approximately a uniform rate. On any operating day, the City may refuse to accept quantities of gas that result in fluctuations in excess of either ten thousand (10,000) Therms or twenty percent (20%) from the volumes transported during the previous operating day. Fluctuations in excess of either ten thousand (10,000) Therms or twenty percent (20%) from the previous operating day shall only be allowed if prior approval has been obtained from the City (or its designee).

City shall be under no obligation to transport natural gas quantities other than those detailed in the Agreement. City will make commercially reasonable efforts to coordinate and notify Customer of planned outage events affecting the receipt or transportation of Customer's Delivered Gas, however, nothing in the Agreement nor City's Terms and Conditions nor City's Utility Rates & Fees construe a "Firm" obligation for receipt, transportation, or delivery of natural gas supplies to Customer. Customer's Delivered Gas shall not be "priority" gas and in the event of limitations on City's ability to receive or transport gas (whether imposed by the upstream interstate pipeline or otherwise) City may reduce, interrupt or suspend transportation service to Customer. City will make reasonable efforts to inform Customer of any unplanned outage events whether due to third party damage, system failure, or other cause so that Customer may adjust its operations and gas supplies. City does not warrant or covenant that any gas delivered or transported to Customer will be free from fluctuations or intermittencies.

OPERATIONAL FLOW ORDERS

Customer shall change its nomination within twenty-four (24) hours of notice by City or its designee. If the Customer fails to timely change its nomination upon City's request, City (or its designee) may issue an Operational Flow Order (OFO). Such OFO shall thereafter establish Customer's nomination to City's system. All gas quantities delivered to and/or taken from the System in violation of City's OFO shall constitute unauthorized receipts or deliveries for which a charge of three (3) times the rate under Gas Schedule No. G3.6 shall be assessed for each Therm tendered to and/or taken from City on a daily basis in violation of City's OFO in addition to any other applicable fees and/or charges. Customer shall be exempt from Imbalance charges that result from complying with City's OFO request(s) issued under this section.

The City reserves the right to impose, at any time, any conditions upon the transportation of Delivered Gas which the City, in its sole good faith judgment, deems necessary to maintain the safe and efficient operation of its System, or to make the operating terms and conditions of service hereunder compatible with those of its upstream interstate suppliers, in either case, an "Operational Curtailment". Under such circumstances, the following conditions shall apply: (a) Any Customer that does not comply with a notice of Operational Curtailment shall be subject to, in addition to any otherwise applicable charges, a charge of \$10.00 per Therm for all unauthorized quantities during the curtailment period in addition to all other penalties, fees, charges and other costs authorized under this Tariff.

CURTAILMENT OF SERVICE

City (or its designee) will use reasonable efforts to provide transportation service to Customer. However, City (or its designee) may curtail service to Customer as necessary to assure continued service to City's full-service customers, to meet a system emergency, respond to upstream pipeline conditions including a claim of force majeure by an upstream pipeline or applicable gas supplier, or as necessary to protect system integrity. City deliveries and transportation of gas to Customer hereunder shall be subject to curtailment or interruption in whole or in part upon thirty (30) minutes notice, if practicable, by telephone or otherwise by City.

QUALITY OF GAS

All Delivered Gas shall meet all applicable specifications set out in Section 5 of the General Terms and Conditions (or successor provisions) of the Kinder Morgan El Paso Natural Gas pipeline (or other interstate natural gas transmission pipeline) FERC Gas Tariff.

DEFINITIONS

"Daily Average Index" – The average index price for an applicable receipt point sourced from, in order of preference, either Inside FERC Daily or Natural Gas Intelligence, subject to data availability.

"Gas Day" – defined by the Transmission Provider's tariff and shall generally mean a period of twenty-four (24) consecutive hours beginning at 8:00 A.M., Mountain Clock Time ("MCT").

"Therm" - that amount of gas having a heating value of 100,000 BTU (British Thermal Units)

WARRANTY OF TITLE AND INDEMNIFICATION

Title to all Delivered Gas transported by City hereunder will remain with the Customer at all times. Customer warrants that it shall have good title to all gas transported under this schedule, and Customer shall agree to fully defend, protect, indemnify, and hold harmless City (or its designee) from and against any claim, demand, cost (including attorney fees and court costs), liability, injury, damage, or judgment made or asserted against City (or its designee) resulting from any dispute regarding title to Delivered Gas.

Prior to receipt of Delivered Gas by City at the Point of Receipt, as between Customer and City, Customer shall be deemed to be in control and possession of the Delivered Gas transported under this schedule. After City (or its designee) has received Delivered Gas at the Point of Receipt, City (or its designee) will be deemed in possession and control of Delivered Gas until City (or its designee) transports the Delivered Gas to the Delivery Point; thereafter, Customer shall be deemed to be in possession and control of the Delivered Gas.

When the Delivered Gas is in the control and possession of a Party, such possessing Party agrees to fully defend, protect, indemnify, and hold harmless the non-possessing Party, its agents, employees, subcontractors, and persons for whom the non-possessing Party is responsible, from and against any third-party claim, demand, cost (including attorney fees and court costs), liability (including strict liability), injury, damage, or judgment made or asserted against such non-possessing Party, its agents, employees, and subcontractors, resulting from damage, loss of whatever kind or character arising out of or in connection with the Delivered Gas by the possessing Party, its agents, employees, subcontractors, and persons for whom the possessing Party is responsible in connection with the performance or non-performance under this schedule. Such indemnification shall exclude damage or losses to the extent caused by the negligence or more culpable conduct, or fault of the non-possessing Party, its agents, employees, and subcontractors.

Notwithstanding any other provision of this Transportation Gas Service rate, City shall not be liable to Customer for any punitive, consequential, indirect, exemplary, or incidental damages, including, without limitation, damages based upon lost revenues or profits.

CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF FACILITIES

City will install, at Customer's expense, all necessary equipment to permit continuous monitoring of Customer's usage. Customer shall provide a physical location and quantity of land suitable to locate the necessary metering and regulating equipment. All such equipment shall be owned, operated, and maintained by City.

Customer also shall supply, at its own expense, an electric supply and communication source, if required by City, as well as a site suitable on which to locate the Electronic Flow Measurement ("EFM") equipment, to accommodate EFM data transmission to City. City shall provide Customer with access to the EFM data generated by City's equipment at Customer's request and expense. City shall own, operate, and maintain all EFM equipment.

Customer shall also be responsible for all costs associated with any distribution infrastructure or upstream infrastructure costs required to provide transportation service to the Customer and which City can demonstrate are a result of the Customer's transportation service. All such facilities shall be installed and owned by the City.

OTHER TERMS AND CONDITIONS

Service hereunder is subject to City's Terms and Conditions for the Sale of Utilities.