

## **RATE 260**

### **LARGE VOLUME TRANSPORTATION SERVICE**

#### **AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities, which determinations shall be within Company's reasonable discretion.

#### **APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer that:

1. has an Annual Usage of 500,000 therms or greater, or has a Maximum Daily Usage of 15,000 therms or greater, or uses No. 6 fuel oil as an Alternate Fuel, and
2. complies with the Measurement Requirement section of this Rate Schedule, and
3. has entered into a written contract with Company to receive Gas Service under this Rate Schedule.

#### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of Transportation Service. Interim Supply Service as described below may also be provided under this Rate Schedule, at Company's sole discretion. Gas Service provided hereunder shall be metered and billed separately from Gas Service provided under any other Rate Schedule.

#### **RATES AND CHARGES**

The monthly Rates and Charges for Gas Service hereunder shall be:

##### **Customer Facilities Charge:**

\$1,083.87 per customer

##### **Distribution Charge:**

Applicable to all therms delivered to Customer during the Billing Month.

First 50,000 therms @ \$0.0579 per therm

Next 250,000 therms @ \$0.0454 per therm

Over 300,000 therms @ \$0.0303 per therm

##### **Appendices:**

The following Appendices shall be applied monthly:

- Appendix A – Gas Cost Adjustment
- Appendix G – Universal Service Fund Rider
- Appendix H – Pipeline Safety Adjustment (Suspended)
- Appendix K – Compliance and System Improvement Adjustment
- Appendix L – Tax Savings Credit Rider

##### **Related Charges:**

Customer shall reimburse Company for all charges incurred on Customer's behalf in connection with transportation of gas for Customer's account, including any gas costs, pipeline penalty charges, or Cashout provisions assessed to Company.

##### **Nomination and Balancing Provisions Charges:**

The various Charges and Cashouts set forth in Appendix E shall be charged to Customer, if applicable.

##### **Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

##### **Other Charges:**

The Other Charges set forth in Appendix C shall be charged to Customer, if applicable.

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### **CONTRACT**

Customer shall enter into a written contract with Company, which specifies the hourly and daily maximum gas requirements of Customer and any other terms reasonably required by Company. The contract shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter, subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term.

### **UNACCOUNTED FOR GAS PERCENTAGE**

To compensate for unaccounted for gas, the quantity of gas available to Customer on a daily basis shall be equal to the quantity of gas delivered to Company's distribution system at the point of receipt for the account of Customer, reduced by the Unaccounted For Gas Percentage as set forth in Appendix F.

### **NOMINATION AND BALANCING PROVISIONS**

Customer shall be subject to the provisions set forth in Appendix E.

### **MEASUREMENT REQUIREMENT**

For purposes of permitting daily meter reading, Company shall, where available, install, provide, and maintain cellular equipment and service on Customer's Premises. Until such time that cellular service is installed, or where cellular service is otherwise unavailable, Customer shall install, provide, and maintain on the Premises at a location specified by Company such telephone equipment and service as required for Company's gas measurement equipment and related communications equipment. If Customer's telephone line is deemed inadequate or unreliable for purposes of providing measurement data, and cellular service is unavailable, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

Company shall post preliminary Customer usage throughout the month on its Gas Tracking System ("GTS") as soon as practicable the day after the end of the Gas Day, and the Company will endeavor to do so by 10:30 a.m. Central Clock Time. Preliminary Customer usage will be posted on a best efforts basis and, even in the absence of such posting, shall not be considered reflective of the actual usage to be used for billing purposes.

If the measurement equipment fails to register or registers incorrectly, Company will estimate as accurately as is practicable, the quantity of gas delivered. Customer will pay for Gas Service provided based on such estimate(s), in accordance with the terms and provisions of this Tariff for Gas Service.

### **CURTAILMENT**

When sufficient capacity or quantities of gas are not available to Company to meet existing and reasonably anticipated demands of Customers or to protect and replenish Company's underground storage reserves, which determinations shall be within Company's reasonable discretion, Customer shall, as provided under Rule 24 and upon notice from Company, curtail use of gas to such extent and during such periods as Company shall specify.

Customer must curtail interruptible gas usage in not more than two hours upon notice from Company directing Curtailment of Gas Service under this Rate Schedule.

Gas usage by Customer during a Curtailment period in excess of the quantity allowed shall be considered Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge set forth in Appendix C.

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### **INTERIM SUPPLY SERVICE**

Company may provide Interim Supply Service in the event Customer is temporarily unable to obtain supply from supplier or Pool Operator. Company will provide such service on an interruptible month-to-month basis for a term as determined by Company. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company, including, without limitation, pre-payment to Company for gas supply. Customer must execute a written agreement with Company to effectuate this service and service will not begin prior to the execution date of such agreement.

### **TERMS AND CONDITIONS**

Gas Service under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.