

## **RATE 360**

### **LARGE VOLUME TRANSPORTATION SERVICE**

#### **APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer that has an Annual Usage of 500,000 Ccf or greater, or has a Maximum Daily Usage of 10,000 Ccf or greater, when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

#### **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. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Company shall provide Transportation Service from existing pipeline delivery points specified by Company to Customer on a non-discriminatory basis subject to the capacity of Company's Operational Systems.

#### **RATES AND CHARGES**

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

**Customer Charge:**

\$500.00 per meter

**Volumetric Charge:**

\$0.08525 per Ccf for the first 50,000 Ccf, plus  
\$0.07436 per Ccf for the next 150,000 Ccf, plus  
\$0.05668 per Ccf for all Ccf over 200,000 Ccf

**Riders:**

The following Riders shall be applied monthly:

- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 45 – Distribution Replacement Rider

**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Charge.

**Additional Services Charges:**

Customer shall pay the appropriate rates and charges for any additional service provided by Company, as described in the Transportation Terms and Conditions (Large General and Large Volume), and any charge assessed in accordance with orders issued by Commission relating to take-or-pay, transition, or other costs.

**Competitive Flexibility:**

The above Rates and Charges may be reduced, in Company's reasonable discretion, as necessary to retain or attract Customer's gas load.

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**Miscellaneous Charges:** The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

#### **CONTRACT**

Customer must contract for Gas Service under this Rate Schedule for an initial term of two (2) years or longer if necessary in the judgment of Company to justify the construction costs required to supply the Gas Service. At the expiration of its initial term such contract shall continue from year to year thereafter, unless either party cancels such contract by six (6) months prior written notice.

#### **TRANSPORTATION TERMS AND CONDITIONS**

Gas Service provided under this Rate Schedule shall be subject to the Transportation Terms and Conditions (Large General and Large Volume) contained in Sheet No. 50 and the Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator) contained in Sheet No. 51.

#### **MEASUREMENT REQUIREMENT**

Customer shall provide and maintain on the Premises at the meter location telephone service as required for Company's gas measurement devices and related communications equipment. If Customer's telephone line is frequently not available when Company seeks to obtain measurement data, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

#### **CURTAILMENT**

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures of Company's General Terms and Conditions. Except in emergencies, Company will endeavor to give four hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or because of the lack of advance notice to Customer.

If Customer uses gas in excess of the volume authorized during any Curtailment Period, an Unauthorized Gas Usage Charge as set forth in Sheet No. 30, Miscellaneous Charges, shall be assessed to Customer. In the event Customer fails to comply with Company's Curtailment, Company reserves the right to discontinue Gas Service to Customer.

#### **CREDITWORTHINESS EVALUATION**

Company shall perform a creditworthiness evaluation of Customer consistent with Company's standard creditworthiness evaluation practices, including an assessment of the credit risk exposure resulting from, but not limited to, distribution rates and charges, interstate pipeline capacity charges, imbalance charges, cash-out charges, pipeline penalty charges, reservation charges, and any other amounts owed to Company. If at any time Company determines that the credit risk exposure is greater than any unsecured credit that may be granted resulting from the creditworthiness evaluation, Customer must provide Company with adequate Financial Assurance to cover the difference between the credit risk exposure and any unsecured credit granted prior to, or to continue, receiving service. The provisions of this Rate Schedule and Contract between Company and Customer shall govern Company's creditworthiness requirements and procedures.

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### **INTERIM SUPPLY SERVICE**

Company may provide Interim Supply Service in the event Customer is temporarily unable to obtain supply from a 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 rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and Commission's Regulations.