

RATE 245 **LARGE GENERAL TRANSPORTATION SERVICE**

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities, which determination 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 greater than or equal to 50,000 therms and less than 500,000 therms,
2. has a Maximum Daily Usage of less than 15,000 therms,
3. complies with the Measurement Requirement section of this Rate Schedule, and
4. enters 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 –
\$200.00 per customer

Distribution Charge –
Applicable to all therms delivered to Customer during the billing month.
First 2500 therms @ \$0.1710 per therm
Over 2500 therms @ \$0.0775 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

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 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 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. However, in no event shall the contract expire during the Winter Season, unless such mid-winter termination date is mutually agreed upon.

UNACCOUNTED FOR GAS PERCENTAGE

To compensate for unaccounted for gas losses, 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

Customer shall provide and maintain on the Premises at the meter location electric and telephone service as required by Company for the operation of Company-owned electronic 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

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 by Rule 24 and upon notice from Company, curtail use of gas to such extent and during such periods as Company shall specify.

Customer shall curtail 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.

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.