

## **RATE 145** **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 25,000 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. 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:**  
\$123.17

**Distribution Charge:**  
First 2,500 therms @ \$0.2091 per therm  
Over 2,500 therms @ \$0.1939 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

**Telemetry Charge:** Any new Customers as of October 7, 2021 served hereunder who use between 25,000 therms and 50,000 therms annually will be subject to a monthly telemetry charge of \$3.00 per month.

**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.

**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.

A Customer that returns to Rate 120 General Sales Service from this Rate Schedule must remain on Sales Service for not less than twelve months before returning to Transportation Service unless expressly authorized by Company.

### **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.

### **GAS TRANSPORTATION PROVISIONS**

The following Gas Transportation Provisions are applicable to Customers entering into Transportation Service contracts:

- (1) Transportation Customers shall be subject to the Nomination and Balancing Provisions in Appendix E, except as provided in paragraph (2) of this section.
- (2) Transportation Customers may become members of a Pool pursuant to the provisions of Rate 180, Pooling Service. If Customer designates a Pool Operator to be responsible for managing its gas supply, the nomination and balancing provisions pursuant to Appendix E shall not apply to Customer; rather, they shall apply to the Pool Operator. For purposes of calculating daily and monthly imbalances, the daily and monthly usages of all Customers within the Operator's Pool will be combined into a single Pool usage total, which will be matched against the Pool Operator's daily or monthly deliveries to its Pool. All nomination and balancing charges, including Cashout charges, penalties, and like charges shall be billed to the Pool Operator. Customer shall remain individually responsible for interrupting or curtailing deliveries or usage or matching deliveries with usage, when ordered to do so by Company pursuant to this Tariff for Gas Service. In the event of default of the Pool Operator, Customer shall remain liable for its portion of applicable charges, as determined by the Company after review of all available facts and circumstances including documented deliveries and consumption. A Transportation Customer that has returned to Non-Pooling Transportation Service from Pooling Service may not return to Pooling Service for a period of two months unless expressly authorized by Company.

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- (3) 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 effort 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.

- (4) To compensate for unaccounted for gas, the quantity of gas available to Transportation Customer on a daily basis shall be equal to the quantity of gas delivered to the Company's distribution system at the point of receipt for the account of the Customer, reduced by an Unaccounted For Gas Percentage as set forth in Appendix F.
- (5) Transportation Customers must have all required regulatory approvals related to transportation of Customer-Delivered Gas.
- (6) 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.