

RATE 170 **CONTRACT TRANSPORTATION SERVICE**

AVAILABILITY

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

APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer whose Annual Usage equals or exceeds 10,000,000 therms.

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 under this Rate Schedule shall be:

Customer Facilities Charge:

\$1,576.53

Distribution Charge:

First 1,750,000 therms @ \$0.0293 per therm
Next 1,750,000 therms @ \$0.0154 per therm
Over 3,500,000 therms @ \$0.0067 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

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge.

Related Charges:

Customer shall reimburse Company for all charges incurred in connection with interstate pipeline transportation of Customer-Delivered Gas including any gas costs, penalty charges, or Cashouts.

Other Charges:

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

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.

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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. Customers shall remain individually responsible for interrupting or curtailing deliveries or usage or matching deliveries with usage when ordered to do so by the 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 including documented deliveries and consumption. A Transportation Customer that has returned to individual Transportation Service from Pooling Service may not return to Pooling Service for a period of two months unless expressly authorized by Company.
- (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 into 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.

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TERMS AND RENDERED CONDITIONS

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