

**RATE 36**

**FIRM TRANSPORTATION SERVICE**

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**AVAILABILITY**

Firm transportation service may be offered to a large commercial or industrial Customer who has firm requirements of 50 Dekatherms Maximum Daily Quantity (MDQ) or greater, has obtained an independent supply of Gas, has made arrangements to have Gas delivered to the Company at an acceptable point of connection through an authorized pooler designated by the Customer, for delivery by the Company to the Customer's regular point of service, and has made accommodation for the installation of telemetry for the purpose of daily measurement readings. All transportation under this rate schedule is provided in accordance with the Company's Transportation Pooling Agreement, as it may be revised from time to time.

**RATE PER MONTH**

**Transportation Service**

Basic Facilities Charge	<b>\$600.00</b>	per Month
Demand Charge	<b>\$16.00</b>	per Dekatherm
Transportation Charge	<b>\$0.85316</b>	per Dekatherm

**DETERMINATION OF BILLING DEMAND**

The monthly billing demand shall be the greatest of: (1) The actual MDQ; (2) The contract MDQ; or (3) 50 Dekatherms.

The Customer may switch between this rate schedule and Rate 55 one time during any twelve-month period, provided that the Customer qualifies for service under Rate 55 before switching to service under that rate schedule.

All Gas transported under this rate schedule shall be measured separately from Gas purchased or transported under any other rate schedule. Neither separate accounts nor separate locations may be combined to qualify for the minimum quantity provision of this rate schedule.

Company may refuse service under this rate schedule if Company determines that:

- 1) it does not have Gas delivery capacity in excess of the requirements of its other existing Customers; or
- 2) the requested service would require an uneconomic enlargement or extension of Company's facilities.

Service under this rate schedule is subject to review and possible reclassification to a different rate schedule.

**MINIMUM CHARGE**

The monthly minimum charge shall be the basic facilities charge as determined above.

**BALANCING OF TRANSPORTATION QUANTITIES**

At any time when the Customer is consistently using more or less Gas than is being delivered to the Company for the Customer's account, it shall be the Customer's or its agent's responsibility to bring its supply and requirements into balance in accordance with the Company's Transportation Pooling Agreement, as it may be revised from time to time. The Customer, the Customer's agent, and the Company shall strive to keep the transportation quantities within a reasonable operating balance at all times. The Customer or its agent shall notify the Company immediately in the event of increases or reductions in the quantity of Gas being transported.

**INABILITY TO OBTAIN INDEPENDENT SUPPLY OF GAS**

In the event the Customer is unable to obtain its independent supply of Gas, the Company may, at its sole discretion, supply Gas to the Customer. The energy charge for such Gas will be the Rate 34 energy charge; provided that, when the Company is required to purchase incremental quantities of Gas to accommodate the Customer's supply requirements, the energy charge shall be calculated on a daily basis as the higher of: (a) the Rate 34 energy charge or (b) the sum of the daily commodity cost of Gas supplied and the Rate 36 transportation charge. The daily commodity cost of Gas shall be the absolute high price for the day of consumption as published in Gas Daily in the "Daily price survey," "Citygates," "Transco, zone 5 delivered," "Absolute," high end of the range. For days of consumption when Gas Daily is not published, the daily price published by Gas Daily on the nearest subsequent day shall be used.

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**SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

**PAYMENT TERMS**

All bills are net and payable when rendered.

**TERM OF CONTRACT**

The Customer shall execute an Agreement of Service with the Company which shall specify the maximum daily volume of Gas to be transported, the period of time that the Company will receive such Gas, and all conditions under which delivery to the Company will be accepted and delivery to the Customer will be made. The Customer must provide the Company with all necessary documentation of ownership and authorization required by any regulatory body with jurisdiction.

**TRANSPORTATION POOLING AGREEMENT**

The Company's Transportation Pooling Agreement is incorporated by reference and is a part of this rate schedule.

**GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

Effective For Bills Rendered On and After the 1st Billing Cycle of June 2024