
**Rate 77
Large Volume Transportation Service**

Availability.

For any commercial or industrial Customer at a single location who enters into a contract with the Company hereunder, to transport Customer-owned gas from an interconnection with a pipeline supplier of the Company to the Customer's premises; and

- (a) where the Customer has contracted for transportation of direct purchases from the delivery point of the seller to an existing interstate pipeline interconnection with the Company's facilities as approved by the Company, which interconnection, in the sole judgment of the Company, is capable of receiving the Customer's gas without impairment of anticipated deliveries of any gas supplies to be purchased by the Company for general system use; and
- (b) where the final pipeline transporter of such Customer-owned gas agrees to provide daily delivery data for such gas to the Company; and
- (c) where satisfactory evidence of Customer's contracts with seller(s) and intrastate or interstate transporters are provided to the Company; and
- (d) where all such arrangements have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company; and
- (e) where 1) Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible, or 2) Customer's existing location is capable of receiving daily uninterrupted wireless communication. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the metering equipment, and the metering equipment will not be installed by the Company until the required telephone line is available.

Customers served hereunder shall have their metered usage and nominations daily balanced in accordance with any transportation and storage provisions.

*** Charges shall be the sum of (a) through (k).**

- (a) Customer Charge
\$3,425.00 per month.
- (b) Demand Charge
180.00¢ per therm
6.00¢ per therm
- Terms of Peak Billing
Demand for the Month
for the first 10,000
for all over 10,000
- (c) Distribution Charge
0.50¢ for all therms delivered to the Customer during the billing period.

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**Rate 77
Large Volume Transportation Service**

(Continued From Sheet No. 25)

- * (d) Storage Banking Service (SBS) Charge
0.64¢ per therm per month for all therms of Storage Banking Service capacity.
- Customers may annually select Storage Banking Service capacity with a minimum selection of 1 times their Maximum Daily Contract Quantity (MDCQ) subject to the provisions included in Terms and Conditions.
- For each therm of Company-supplied Gas delivered under this service, the charge shall be considered Authorized Use.
- (e) Firm Backup Service (FBS) Charge
The monthly charge for Firm Backup Service shall be the selected Firm Backup Service quantity (in therms) multiplied by the Demand Gas Cost (DGC) as defined in Rider 6.
- For each therm of Company-supplied Gas delivered under this service, the charge shall be the Rider 6 Commodity Gas Cost (CGC).
- (f) Excess Storage Charge
10¢ per therm for the maximum amount in storage in excess of the Customer's Storage Banking Service capacity on any day during the billing period. If such maximum excess amount is less than five percent of the Customer's Storage Banking Service capacity, the Excess Storage Charge shall not apply. Revenues arising through the application of the Excess Storage Charge will be credited to Rider 6, Gas Supply Cost.
- (g) Requested Authorized Use Charge
For each therm of Requested Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- (h) Authorized Use Charge
For each therm of Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- (i) Unauthorized Use Charge
For each therm of Unauthorized Use, the charge shall be the sum of \$6.00 plus the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- Revenues arising from the application of the \$6.00 per therm charge hereunder shall be credited to Rider 6, Gas Supply Cost.

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(Continued From Sheet No. 26)

- (j) Transportation Service Adjustment
The Transportation Service Adjustment (TSA) per therm, as determined in Rider 6, Gas Supply Cost, applied to total Customer usage less Company-supplied Gas.
- (k) Operational Flow Order (OFO) Non-Performance Charge
On any day where the Company has imposed an Operational Flow Order, each therm of underdelivery of the Required Daily Delivery Range will be sold to the Customer and the charge will be 200% of the high price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

On any day where the Company has imposed an Operational Flow Order, each therm of overdelivery of the Required Daily Delivery Range will be purchased from the Customer and the payment will be 50% of the low price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

* **Minimum Monthly Charge.**

The minimum monthly bill shall be the sum of \$14,200 plus (d) through (k).

Storage.

On any day in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, exceeds the Customer's metered gas deliveries from the Company, the difference between such deliveries shall be the volume of gas held in storage by the Company and available for the Customer's use. The Customer may place into storage amounts up to the Storage Banking Service capacity.

On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times 0.017 times the Storage Banking Service capacity.

On any day, other than a Critical Day or an OFO Shortage Day, in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, is less than the Customer's metered gas deliveries from the Company, the balance of any gas held in storage for the Customer's account will be used.

See Terms and Conditions for Order of Deliveries.

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**Rate 77
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Excess Facilities Charge.

Where the Customer chooses to have combined billing for more than one point of delivery on a single premises, each delivery point with maximum demand of at least 1,000 therms per day and acceptable to the Company will be metered separately but combined and billed as one account. The Customer shall pay a monthly excess facilities charge of two percent of the investment required for the Company to furnish the additional facilities. Any service pipe installation for additional delivery points shall not be subject to the Gas Service Pipe provision of Terms and Conditions.

Demand Provisions.

The Peak Billing Demand in any billing period shall be the highest gas day demand established on days within such billing period. The demand for any gas day shall be the number of therms of gas used during such day as determined by maximum demand instruments or by meter readings.

* **Contract.**

The initial term of the contract shall be one year. The initial term shall commence when the Company begins to supply service hereunder and shall be automatically renewed each year for a period of one year. The contract will specify, in terms, the Maximum Daily Contract Quantity, the Storage Banking Service capacity and the Firm Backup Service quantity.

Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

The Customer shall have the right to terminate service under the contract at the end of any month on 30 days written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including, but not limited to, the Minimum Monthly Charge for the unexpired portion of the initial term of contract and, if applicable, the Storage Banking Service, Firm Backup Service and Gas Supply Cost charges until June 1. A Customer may not voluntarily discontinue transportation service and subsequently renew transportation service under this rate or different transportation service provisions within a period of 12 consecutive months at the same premises.

General.

The schedule of which this rate is a part includes certain Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate, including but not limited to, Transportation Limitations and Amounts, Maximum Daily Contract Quantity, definitions of Critical Day, definitions of an Operational Flow Order Day, Requested Authorized Use, Authorized Use, and Unauthorized Use.