### RATE GDS-6 - INADEQUATE CAPACITY DELIVERY SERVICE

# **Availability**

Service under this Rate is available on or after December 1, 2018, to new Non-Residential Customers, or existing Non-Residential Customers with new incremental load that will be separately metered, who are located in an area where the Company has inadequate main capacity to meet the service requirements of the Customer. In addition, a Customer's actual (or expected) highest Average Daily Usage must be equal to or greater than 1,000 Therms per day in one or more Billing Periods during a calendar year.

The Company, at its sole discretion, reserves the right to limit the number of Customers allowed on this Rate. Customer must enter into special contractual arrangements with the Company.

#### **Monthly Charges**

\* Customer Charge

\$

For Customers receiving gas supply under Rider S or T:

\$695.00	For each gas service account where MDCQ is less than or equal to 10,000
51,295.00	For each gas service account where MDCQ is greater than 10,000

\* Distribution Delivery Charge

11.745¢	Per	Therm	for	all	Therms	delivered	under	Rider S	5

3.160¢ Per Therm for all Therms delivered under Rider T

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# Gas Supply Charge

Customer has the option to receive gas supply from the Company or a Retail Gas Supplier (RGS). If Customer elects to take gas supply from the Company, gas shall be furnished under Rider S – System Gas Service. The charge for system gas shall be the sum of: (1) the Demand Gas Charge (DGC) as determined in Rider PGA - Purchased Gas Adjustment, multiplied by the Customer's Maximum Daily Quantity (MDQ) in the 12 consecutive Billing Periods ending with the current Billing Period and (2) the Commodity Gas Charge (CGC) as determined in Rider PGA -Purchased Gas Adjustment, multiplied by the Customer's usage in the billing month.

If Customer elects to take gas supply from a RGS, gas shall be furnished under Rider T – Transportation Service; however, Monthly Balanced Customer Cashout is not available.

#### **Minimum Bill**

The sum of the Customer Charge, plus all other applicable fees and charges under this Rate.

## **Terms of Payment**

Customer's bills for service under this Rate shall be rendered and payments due in accordance with the Billing and Payment Section of the Customer Terms and Conditions.

#### **Terms and Conditions**

Service hereunder is subject to the following further conditions:

The Company and Customer shall enter into a special contract. The special contract shall address at a minimum the term, the delivery of gas, service parameters, and curtailment provisions.

The maximum term of a special contract under this Rate shall be five (5) years.

Unauthorized Gas Use related to a curtailment shall mean the use of gas during the curtailment and shall be determined for each Gas Day on a daily basis. If a Customer uses unauthorized gas during a declared curtailment, the Company shall charge the Customer, and the Customer shall pay, \$6.00 per Therm for all unauthorized use. In addition, a Customer receiving supply service under Rider T shall pay the applicable daily cashout and balancing charges set forth in the Cashout section and Critical Day Imbalance Charge section of Rider T.

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Service under this Rate may be interrupted or curtailed, based on the Company's sole discretion, without advance notice to the Customer.

In the case of gas compressors, furnaces and other installations, where the use of gas is intermittent or subject to fluctuation, the Company reserves the right to require the Customer to provide, at the Customer's own expense, suitable equipment to reasonably limit such intermittence or fluctuation, and so regulate plant operations and the use of gas hereunder as not to jeopardize gas service being furnished by the Company to other Customers or interfere with proper metering of gas.

The Company will install equipment as required to monitor, limit, control or interrupt delivery service including a back pressure regulator and/or remote monitoring device at each meter location and shall be outlined in the special contractual agreement between the Company and Customer. The cost of such equipment will be subject to the Company's Rider EFC – Excess Facilities Charge.

A Customer taking service under this Rate must remain on this Rate for an initial term of 12 Billing Periods. A Customer that terminates service hereunder will not be eligible for Inadequate Capacity Service again for 12 consecutive Billing Periods.

Company reserves the right to transfer Customer from this Rate to their otherwise applicable schedule after the initial term of 12 Billing Periods if adequate main capacity becomes available in the area.

The Company shall not be liable for any damage whatsoever by reason of any curtailment or interruption of service under this Rate.

If Customer takes gas supply under Rider T, Customer must be the only Account in the Customer Group.

#### **Maximum Daily Contract Quantity (MDCQ)**

All Customers receiving service under this Rate are required to have a Maximum Daily Contract Quantity (MDCQ) by Service Point. Provisions pertaining to MDCQ are located in the Rates, Charges and MDCQ Determination section of the Customer Terms and Conditions.

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#### General

\* The amount of base rate delivery service uncollectible expense recovered on a per Customer basis each month pursuant to ICC Order in Docket No. 20-0308 is \$0.25.

Service hereunder is subject to the Customer Terms and Conditions, Standards and Qualifications for Gas Service, Tax Additions, and Supplemental Customer Charge Tariffs of this Schedules, as well as any other applicable Rates, Riders, taxes, adjustments, fees or charges that may be approved by the ICC from time to time and in effect.