

**GAS RATE SCHEDULE
AMMENDED JULY 1, 2019**

**SCHEDULE LVS-2
Large Volume, High Load Factor, Gas Sales Service**

A. APPLICATION

Service is available throughout the service territory served by the City to all gas sales non-residential customers that take in excess of 5,000 Mcf per month of gas.

B. MONTHLY RATES AND CHARGES

The customer shall pay the following rates and charges per month:

1. Customer Charge \$689.23 per month
2. Demand Charge (if applicable) \$14.04 per Mcf of Billing Demand
3. Transportation Charge (all gas) \$0.67 per Mcf

4. Purchased Gas Cost Charge - Weighted Average Commodity Cost of Gas ("WACCOG")

he purchased gas cost charge shall be determined each month and shall include all variable costs associated with gas manufactured by the City and all commodity charges, surcharges, tracking adjustments, and all other non-fixed charges of pipelines and gas suppliers incurred by the City.

The purchased gas cost charge can include gas bought by the City at a fixed cost to serve a customer or group of customers as approved by the Director. Any agreement to fix such costs shall be specified in the service agreement (addendum).

C. DETERMINATION OF DEMAND

The demand may, at the option of the Director of Public Utilities of the City, be determined by measurement, by estimate or by agreement.

a. **By Measurement** - The demand in any month shall be the highest use of gas in Mcf in any period of twenty-four (24) consecutive hours as measured by the demand meter.

b. **By Estimate** - The demand in any month shall be taken as 1/20 or 1/30 of the Mcfs used in such month.

c. **By Agreement** - At a level to recover the upstream demand charges used to serve the customer. Such level shall be specified in the service agreement. . Customer usage above this firm daily demand level shall be regarded as interruptible and will be subject to the terms in City Code Section 28-199. - Flexibly priced interruptible gas sales service (Schedule FS).

D. BILLING DEMAND

The billing demand in any month shall be the higher of:

- a. The demand as determined in such month under section C above or
- b. The highest billing demand in any of the preceding months of November through April, provided, however, that for new customers or customers transferring from another rate schedule, the highest billing demand may, at the option of the Director of Public Utilities of the City, be estimated based on the proposed use of service under this rate schedule.

E. UTILITY TAX

Bills rendered under this schedule shall be subject to any applicable utility tax.

F. SERVICE AGREEMENT

1. Contracts for gas service made under this schedule shall be one year and may automatically be renewed from year to year unless canceled by the customer or the Director of Public Utilities upon thirty (30) days written notice to that effect. Such notice must be given before the beginning of any contract year.

2. If a customer takes gas from the City under this rate schedule at more than one Delivery Point, and if all such Delivery Points are located at one plant or facility, or are located at physically contiguous plants or facilities, then these Delivery Points will be included in one Service Agreement and will be treated as a single Delivery Point for purposes of the Customer Charge, the Transportation Charge, and meeting the minimum take requirement to qualify for service under this rate schedule. In all other instances, each Delivery Point will require a separate Service Agreement and will be treated as a separate customer for all purposes.

G. FORCE MAJEURE

1. If either the City or the customer is rendered unable, either wholly or in part, to carry out its obligations under these provisions because of a force majeure, the obligations of the party affected by such force majeure, other than the obligation to make payments hereunder, shall be suspended during the continuance of any inability so caused, but for no longer period. Such force majeure shall, insofar as possible, be remedied with all reasonable dispatch.

2. The term "force majeure" as used herein shall include: acts of God; strikes; lockouts; wars; riots; insurrections; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; interruptions by government or court orders; civil disturbances; explosions; breakage, freezing, or accident to lines of pipe or facilities; failure of interstate or intrastate pipeline transportation, but only if caused by an event constituting force majeure curtailment or discontinuation of such pipeline of transportation or other services; and any other cause, whether of the kind herein

defined or otherwise, not within the control of the party claiming suspension and which, by the exercise of reasonable foresight, such party is unable to avoid and by the exercise of due diligence, such party is unable to overcome.