## RATE SCHEDULE WS WHOLESALE SERVICE

### **APPLICABILITY**

The rates in this schedule are available to Natural Gas Public Utility Wholesale Customers as defined on Sheet No. 11 and as listed on Sheet No. 5.

### RATE

The monthly charge for service rendered under this rate schedule shall be the sum of the following:

- A. <u>Demand Charge</u> There shall be a charge applied to the customer's Monthly Billing Units (defined in the section below entitled "Determination of Monthly Billing Units") as follows:
- (I) \$0.602 per monthly billing unit in Mcfs
  - B. <u>Commodity Charge</u> There shall be a charge for all gas delivered during the billing month as follows:

\$7.900 Mcf

Note: The above rate includes \$5.604 in total gas costs, \$0.648 in PREP rates, and \$1.648 in total base rates.

#### OTHER CHARGES

Charges under this schedule are subject to the PREP rate as set forth on Sheet No. 65.

### MINIMUM CHARGE

The Demand Charge shall be the minimum monthly bill.

## **DETERMINATION OF MONTHLY BILLING UNITS**

The amounts for, and units associated with Monthly Billing Units shall cover a one-year period (Contract Year). The Contract Year shall extend from January 1 to December 31. The Demand Units for a Contract Year for each customer shall be its total throughput in Mcfs during the twelve-month period ended two months prior to the next Contract Year (Base Period); provided, the Company may estimate Demand Units for new customers and customers which were not customers during the entire Base Period prior to the beginning of the next Contract Year. The Monthly Billing Units for each customer shall be one-twelfth of its Demand Units. At the request of any WS customer during a Contract Year, the Company may make appropriate adjustment in such customer's Monthly Billing Units during such time as that customer, due entirely to alterations in operating conditions or circumstances (other than switching to an alternate fuel or supplier), experiences a significant alteration in its use of Company delivered natural gas. The Company shall not unreasonably refuse to grant any such request; provided that the Company shall not be required to make any such adjustment to Monthly Billing Units if such adjustment would reduce total WS Demand Units below those upon which the then-effective Demand Charge is based.

(I) Indicates an increase in rates

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# RATE SCHEDULE WS WHOLESALE SERVICE (Cont.)

In the event a customer experiences a complete cessation of natural gas requirements by reason of bona fide force majeure, upon such customer giving notice and full particulars of such force majeure in writing or by facsimile to the Company within three (3) days after the commencement of the occurrence of the cause relied upon, the obligation of the customer to pay all or a pro rata portion of the Billing Demand Charge shall be suspended during the continuance of any cessation of production so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch; provided, that the charges so suspended in any billing month shall be equal to the number of days the suspension in effect bears to the total number of days in the billing month.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, freeze-ups, washouts, arrests, priority limitation or restraining orders of any kind of the government of the United States or the State of West Virginia or of any civil or military authorities, civil disturbances, or explosions, but shall not mean maintenance or repairs or economic or business conditions.

## **DEMAND CHARGE**

The Company will make an annual recalculation of the Demand Charge. The recalculation will be made by dividing the cost-of-service level approved for the Demand Charge in the Company's most recent base rate proceeding by the total throughput for the WS class during the twelve (12) month period ended two (2) months prior to the beginning of the new Contract Year, adjusted as appropriate for known and measurable changes such as incremental load. Not less than thirty (30) days prior to the beginning of the new Contract Year, the Company will notify its WS customers of the new Demand Charge and the new Monthly Billing Units. Any rate change resulting from the application of this paragraph must be filed for Commission approval.

## **SURCHARGES**

Charges under this schedule are subject to a Local Tax Surcharge as set forth on Sheets No. 16 and 17.

## **DELAYED PAYMENT CHARGE**

A delayed payment charge of one percent (1%) will be added monthly to the net current amount unpaid. Such a charge shall be imposed if payment is not received by the Company on or before the latest payment date as shown on the bill. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

### **RULES AND REGULATIONS**

Service pursuant to this schedule shall be under and subject to the provisions of Sheets No. 6, 7, and 8 and all other applicable provisions of this Tariff.

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