**AVAILABILITY**: For all commercial or industrial Customers with actual or expected consumption of greater than 20,000 Ccf per year, provided the Company's facilities are adequate, in its opinion, to render the required service.

**SERVICE REQUIREMENT**: The Customer shall execute a Service Agreement with the Company prior to commencement of service.

**DAILY DEMAND METER:** A Daily Demand Meter is required for this rate and applies as follows:

**Installation Requirement:** The Customer agrees that it is necessary to install telemetering equipment. The location of such facilities shall be at the sole discretion of the Company.

In addition to the monthly Daily Demand Meter Charge, the Customer shall be responsible for the following:

1. Company Costs, after the first visit to Customer's site to install telemetering equipment, due to circumstances beyond the Company's control.
2. Company costs for telemetering installation when the installation does not comply with the Company's specifications.

**Reliability Requirement:** The provision of a suitable telephone line in the reasonable proximity of the daily demand meter as determined by the Company's specifications is the sole responsibility of the Customer. The Customer shall be the owner of all telephone lines and shall maintain them in operable condition at all times. In the case where a Customer has an existing phone line, the Customer will not pay a connection fee. The Company will be responsible for the installation and maintenance of the connection between the telemetering equipment and the Customer's telephone line.

**MEASUREMENT**: Monthly billing volumes will be billed based on cycle meter readings as determined by continuous measuring instruments that measure daily activity. "Day" and "daily" shall mean a consecutive period of 24 hours consistent with applicable industry standards. If actual daily volumes are not available, the Company will estimate daily volumes for billing purposes based on the Customer's individual usage pattern and weather.

**DELIVERY SERVICE**: All Customers served under this rate are considered Company delivery Customers. As such, the following shall apply:

**Monthly Delivery Rate**:

| | |
|---|---|
| Customer Service Charge: | $228.52 |
| Daily Demand Meter Charge: | $28.00 per month |
| Demand Charge: | $2.0952 per Ccf of Billing Demand |
| Delivery Charge: | |
| First 2500 Ccf | $.0540 per Ccf |
| All over 2500 Ccf | $.0092 per Ccf |

Subject to the Conservation Adjustment Mechanism (CAM) as approved by the Public Utilities Regulatory Authority ("the Authority").

**Minimum Monthly Delivery Charge**: The minimum charge shall be the Customer Service Charge unless otherwise specified in the Service Agreement.

**Determination of Billing Demand**: The Billing Demand shall be the greater of: 1) the highest daily usage during the current month; or 2) the highest daily usage during a winter period in the most recent 11 months prior to the billing period, regardless of rate. The winter period is defined as the November through March billing cycles.

**Term of Service**: 12 months from commencement of service under this Rate, or such longer term as is specified in the Service Agreement. Thereafter, service may be cancelled with at least 30 days written notice.

**Reconnection Requirement:** If service is re-established for the benefit of the same Customer at the same location within a period less than 12 months from the date when service was discontinued under this rate or any other Company rate, the following will apply:

**1)** The Customer shall be subject to a Reconnection Charge as stated in Section 4.4 of the Company's Rules and Regulations.
**2)** The most recent 11 months used to determine the Billing Demand shall include the prior service period and does not need to be consecutive.

**Overrun of Service:** In the event that any volume is greater than the contracted MDQ in the Service Agreement or in excess of 10% of the previous month's billing demand, such volume may be billed at a charge of $3.00 per Ccf per day. This charge is in addition to volumes billed at the Monthly Delivery Rate. The Company retains the right to suspend gas service to the Customer in such cases.

**COMMODITY SERVICE:** Customers must receive gas supply from one of the following options: Gas Supply Option 1 - Company Standard Gas Supply Service, Gas Supply Option 2 - Operator Gas Supply Service, or Gas Supply Option 3 - 100% Standby Service. Gas Supply Option 1 will be the Customer's supply service absent specific notice to the contrary.

**Gas Supply Option 1 – Company Standard Gas Supply Service**

**Monthly Commodity Rate**:

Sales Services Demand Charge: $.6479 per Ccf of Billing Demand

Supply Charge:
Established monthly in accordance with and pursuant to the Purchased Gas Adjustment Clause as approved by the Authority and available on its website.

**Minimum Monthly Commodity Charge**: There is no minimum charge.

**Gas Supply Option 2 - Operator Gas Supply Service:**

**Transportation Services Charges (TSC):**

TSC Shifted Cost: $.0232 per Ccf

**On-Site:**

TSC Demand Charge: $.6479 per Ccf of Billing Demand

The Customer may either arrange for its own gas supply or use another party. In either case, the Operator of gas supply (Operator) must be established under Rate TRS.

The Operator is authorized to perform all day-to-day transportation activities as the Customer's agent. These activities include arranging for a natural gas supply to the delivery point, managing all gas nominations, completing all balancing procedures, and receiving gas usage meter data from the Company.

**Curtailment of Service**: If Customer chooses Operator Gas Supply Service and such Operator fails to deliver scheduled nominations, the Company retains the right to stop the flow of gas to the Customer either by notification or physical shut off. The curtailment does not need to be prorated to all Customers of the Operator. The decision of the Company with respect to the timing and extent of curtailments shall be final. For any period the Customer does not adhere to a Curtailment of Service, all use during the curtailment shall be billed at a charge of $3.00 per Ccf per day. This charge is in addition to the volumes billed at the Monthly Delivery Rate.

**Switching Operators**: The Customer and the new Operator must provide confirmation of such change to the Company prior to the first billing cycle under the Company's established notification protocol.

**Billing Options**: The Customer is required to choose one of the following three billing options when it completes a Service Agreement with the Company:

Option 1 - Two Bill Option:
The Company will bill the Customer for Delivery Service and the Operator will bill the Customer for commodity charges and any other charges defined by contract between the Customer and the Operator. In this case, the Customer is financially responsible to each billing entity.

Option 2 - Operator Bill Option:
The Operator will bill the Customer for the Delivery Service by the Company and any charges defined by contract between the Customer and the Operator. In the event that this option is chosen by the Customer, service to the Customer may be terminated if the Operator fails to pay the Company even if the Customer has remitted payment to the Operator. Service will not be restored until the Company has received full payment.

Option 3 - Company Bill Option:
The Company will bill the Customer for its Delivery Service and also any charges as negotiated and defined by contract between the Customer and the Operator, and as provided to the Company by the Operator.

Under all billing options, the Company will exercise its rights to termination of service for nonpayment in accordance with the Connecticut General Statutes and the Regulations of Connecticut State Agencies.

**Switching Billing Options**: The Customer and the Operator must provide confirmation of such change to the Company prior to the first billing cycle under the Company's established notification protocol.

**Operator Default**: In the event of an Operator default, the Customer will default back to Company Standard Gas Supply Service. If the Customer has not selected a new Operator before the start of the third billing cycle subsequent to the default back to Company supply, the Customer must then stay on Company Standard Gas Supply Service for a minimum of one year from when the services were initiated.

**Customer Payment Default**: Should an Operator elect to terminate a Customer as a result of a Payment Default prior to the 12-month Term of Service commitment, the Customer's Third-Party Gas Supply Operator must provide a valid Third-Party Gas Supply Operator Drop Form to the Company. Upon receipt of this Form by the Company, the Company will issue a Payment Default Notice to the Customer explaining their payment, billing and service options. The Customer's return to the Company Standard Gas Supply Service or 100% Standby Service will be predicated upon payment of a security deposit to the Company.

**Gas Supply Option 3 – 100% Standby Service**

The Customer may elect to receive Company Supply under 100% Standby Service. This will be subject to the provisions of Rider STB, except as noted in the Switching Supply Options paragraph below.

For Customer taking Firm Service under Rider STB, the following Sales Services Demand Charge is applicable.

Sales Services Demand Charge: $.6479 per Ccf of Billing Demand

**Switching Supply Options:** A Customer must stay on its elected gas supply option for a minimum of 12 months from commencement of service. A new Customer may switch its supply option for a period of up to the start of the third billing cycle from its initial gas flow if it determines it would better meet its needs. However, the Company reserves the right to disallow switching service during the winter season, November through March, if in its sole opinion; the switch would have a negative impact on Company operations.

**RESTRICTION OF SERVICE**: Delivery of gas under this Rate is restricted to gas, which shall not be used interchangeably with, or as a substitute for, gas supplied under any other rate or special contract of the Company.

**ADDITIONAL TERMS AND CONDITIONS**: Customers are subject to all of the Company's Rules and Regulations and the terms and conditions specified in the Service Agreement. Technical terms are defined in Section VIII of the Company's Rules and Regulations and in the Service Agreement. Technical terms not defined in the above shall have the meaning customarily accorded them in the gas industry.