

YANKEE GAS SERVICES COMPANY

**LARGE VOLUME INTERRUPTIBLE
GAS SERVICE**

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AVAILABILITY: Interruptible gas service under this rate is available to any commercial or industrial Customer who shall have installed, and have in regular use, gas consuming equipment with a gas input of at least 10 Ccf per hour (Automatic Interruptible and Manual Interruptible), provided the Company's facilities and gas supply are adequate, in its opinion, to render the required service.

PRIORITY OF SERVICE: The Company's priority of service shall be, first, to firm and seasonal Customers, and then interruptible Rate IS Customers.

STANDBY REQUIREMENT: The Customer shall provide and maintain standby facilities of sufficient capacity and a reserve of substitute fuel in sufficient quantity to continue operations with a substitute fuel or energy in the event of partial curtailment or total interruption of the interruptible service.

ANNUAL REQUIREMENT: Annually, and no later than November 15th of each year, Customers under this Rate shall complete and mail back to the Company a Letter of Assurance, in a form suitable to the Company, indicating that the Customer is in compliance with the following requirements:

- a. Required telemetering equipment and telephone data transmission line is in place and is fully operational.
- b. Appropriate volumes of back-up fuel are stored or contracted for delivery to serve all dual-fueled equipment.
- c. All dual-fueled equipment is operational on an alternate fuel as required.
- d. The Customer has provided the Company with the name and telephone number of the appropriate contact person(s), who will be available at all times, to be contacted when an interruption is required.

This list of requirements may not be all-inclusive and may change, from time to time, at the Company's discretion. The Letter of Assurance, when completed by the Customer, shall be signed by an appropriate person responsible for the operation of the Customer's gas and alternate fuel equipment.

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

INSTALLATION REQUIREMENTS: The Customer shall pay for all incremental facilities deemed necessary by the Company for service under this rate prior to installation of the facilities. Such facilities may include, but are not limited to:

- 1) mains and services
- 2) calorimeter
- 3) telemetering and other remote metering

INTERRUPTIBLE LINE EXTENSION POLICY ("ILEP"): The Company may, in its discretion, enter into an agreement to make all or part of the investment under the Company's Interruptible Line Extension Policy or other such policies approved by the Department.

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CURTAILMENT OF SERVICE:

1. IS and IT Service are subject to curtailment or interruption when in the Company's opinion:
 - a. The total throughput of gas has reached a point where continuation of service under this rate will affect continuous service of gas to Customers having priority; or
 - b. Whenever the demand of Customers having higher priority does not permit the delivery of gas for service under this rate without increasing the maximum daily demand liability of Company to its supplier or requiring the operation of peak shaving plants; or
 - c. Partial or complete curtailment is required for maintenance or correction of the Company's system.
2. Curtailments of interruptible service need not be prorated to all interruptible Customers. The decision of the Company with respect to the timing and extent of curtailments shall be final.
3. The Company retains the right to stop the flow of gas to the Customer either by notification or physical shut off, and, at its sole discretion, may require manual interruptible Customers to install equipment that permits the Company to automatically discontinue service by remote signal. 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 Rate.

For Automatic Interruptible Customers:

- a. The Customer will provide an automatic temperature controller for the switching to dual fuel equipment as specified and approved by the Company. Service under this rate shall be interrupted by the temperature controller. The Customer is responsible for the maintenance of such equipment as well as the maintenance, accuracy, and reliability of such equipment.
- b. The temperature settings of devices controlling gas availability for automatic interruptible Customers are indicated below. Such temperature settings shall not be changed except with the express consent of the Company:

	<u>Customer's Alternate Fuel</u>	
	<u>#4 or #6 Oil</u>	<u># 2 Oil</u>
Off gas	20°F	15°F
On gas	25°F	20°F

- c. Improperly functioning equipment does not relieve the Customer of curtailment penalties. The Company in its sole discretion shall impose penalties for non-curtailment when Customer's load, in conjunction with temperature records, indicates non-compliance. If a Customer incurs any penalties associated with a failure to curtail more than five times in a given twelve month period, the Customer may no longer be eligible for interruptible service under this rate.

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EMERGENCY USE: During periods of general Curtailment of Service, the Company may authorize a Customer's use of gas in excess of such curtailment if, in the opinion of the Company, the Customer has a legitimate emergency and the Company's gas supply and facilities are sufficient to assure service to all firm gas service Customers. When the emergency condition exists because of running out of alternate fuel, contamination of alternate fuel or the failure to make reasonable attempts to make necessary repairs within 96 hours, the emergency use period will be limited to 96 hours and all gas use thereafter will be classified as Unauthorized Use, and subject to the Curtailment of Service penalties. If such emergency service is authorized by the Company, gas used in excess of such curtailment shall be billed at the highest cost of gas for each day involved plus an additional charge of \$1.00 per Ccf.

TERM OF CONTRACT: The term of the agreement between the Company and Customer shall be set forth in the Service Agreement.

QUALITY OF SERVICE: The Company does not warrant the chemical composition of the gas delivered to the Customer. The Company does not undertake to regulate the pressure of its service more closely than is standard commercial practice. If the Customer requires regulation of pressure that is more refined, it shall furnish, install, maintain, and operate the necessary apparatus at its own expense, subject to the approval of the Company.

DAMAGES: The Company shall not be liable for damages occasioned by curtailment or interruption of service supplied under this rate.

RISK OF LOSS: Any gas transported under this rate, less transportation losses, shall remain the property of the Customer, but the Company reserves the right to commingle such gas with other supplies. The Customer shall bear the risk of loss of the Customer's gas from the interconnection with the Customer's transmission pipeline to the delivery point specified in the contract between the Company and the Customer, unless such loss is caused by the negligence of the Company, its employees or agents. In no event shall the Company be liable for any indirect, special or consequential damages resulting from any loss of gas or stoppage, interruption, curtailment, variation or diminution of service.

REGULATORY APPROVALS: The Customer shall be responsible for securing approvals from all regulatory bodies having jurisdiction and making any filings or reports, as required, pertaining to the acquisition of the gas and the transportation of the gas from the Customer's transmission pipeline. Upon request, the Customer shall supply the Company with all documentation of receipt of necessary approvals.

RESTRICTION OF SERVICE: Gas delivered under this rate shall be metered separately and shall not be used interchangeably with gas supplied under any other rate.

OTHER ADJUSTMENTS REQUIRED BY LAW: All prices set forth in this rate are also subject to adjustment pursuant to the requirements of all other applicable state and federal statutes and regulations.

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**RATE IS – EXHIBIT 1
DESIGNATION OF AGENT AGREEMENT**

_____ (Customer), a corporation duly organized pursuant to the laws of the State of _____, having its principal place of business at _____, does hereby appoint _____ (Authorized Customer Agent), a corporation duly organized pursuant to the laws of the State of _____, having its principal place of business at _____, as its agent and attorney in fact to act in any way in which Customer could act, in connection with the Rate IS program of Yankee Gas Services Company (Company).

Customer hereby authorizes Authorized Customer Agent to act in its name, place and stead in any way in which Customer could act, to perform the following activities:

_____ [write in "None" if not applicable]. Such authorization shall continue unless and until Customer changes such designation in writing and promptly provides written notification to Company. Any activities not identified above shall be in all respects the obligation of Customer to perform.

Authorized Customer Agent hereby accepts full responsibility to perform all services that Customer is obligated to perform in connection with the Rate IS program. Authorized Customer Agent shall be bound by and perform in accordance with Company's Tariffs and Rules and Regulations to the Program, as the same may be amended, modified, clarified, superseded or supplemented.

Company may rely upon any instructions, whether oral or written, from Authorized Customer Agent, and may take any actions pursuant to such instructions, which Company deems reasonable and appropriate. Customer and Authorized Customer Agent hereby agree to indemnify, defend and hold harmless Company from and against any and all claims, demands, suits, actions, proceedings, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of, caused by or related to Company's reliance on such instructions or the provisions of this instrument.

Authorized Customer Agent agrees to keep confidential any customer information (usage, billing, and negotiated rate information) obtained from Company or Customer and shall not use any such information in representing or serving other customers. This information shall not be disclosed to any person, unless otherwise authorized by both the Customer and Company in writing. Any other customer information, including but not limited to, account numbers (and any passwords used, if applicable), telephone numbers and service addresses, shall also be kept confidential and not disclosed to any person (other than the Customer), unless otherwise authorized in writing by both the Customer and Company.

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**RATE IS – EXHIBIT1
DESIGNATION OF AGENT AGREEMENT
CONTINUED**

Company will not disclose a Customer's usage, billing, and negotiated rate information, or any other customer information, including but not limited to, account numbers (and any passwords used, if applicable), telephone numbers and service addresses, to any person if that Customer has notified Company, in writing, that such information should not be disclosed.

The information may thereafter be disclosed to Customer or Authorized Customer Agent only with the Customer's prior written authorization, or as required by law or regulatory requirement.

Authorized Customer Agent shall provide Company with a duly executed copy of this instrument, and any additions, modifications or changes to the same, and the modification, revocation or termination hereof shall be ineffective as to Company unless and until actual written notice of modification, revocation or termination shall have been received by Company from Customer.

In order to address additional administrative and operational requirements of the State of Connecticut Department of Public Utility Control, Company reserves the right to modify this Agreement, as necessary, to comply with any such requirements. This Agreement will continue in effect until such time as the parties give Company written notification that this Agreement is terminated.

Customer designates the following as contact person:
(full name & title of contact person): _____
(contact person's address): _____
(contact person's work phone number): _____
(contact person's fax number): _____
(contact person's E-mail address): _____

Customer may change the contact person, address or numbers set forth above upon not less than five (5) business days prior written notice to Company. Any and all notices to Company shall be sent by registered or certified mail return receipt requested, postage prepaid, addressed as follows:

Yankee Gas Services Company
Attention: Director, Customer Solutions
107 Selden Street
Berlin, CT 06037

Notarized Signature (Customer)

Notarized Signature (Authorized
Customer Agent)