

**RATE IS**

**MANUAL INTERRUPTIBLE SERVICE**

**1. AVAILABILITY:**

This service is available to any Commercial or Industrial customer that would meet the criteria for service under Rate Schedules SGS, GS or LGS; or, any Residential Multi-Dwelling customer that would meet the criteria for service under Rate Schedule RMDS. Customers may elect to receive either Third-Party Supplier Service or Company Supply Service as defined in Section 5 below.

Customers must certify that 1) alternative fuel equipment is installed and maintained in operating condition as required in Section 8 Below; 2) the volume of backup fuel either through on-site storage or under negotiated contract(s) is adequate for its operation when natural gas supply is interrupted; 3) what the type of alternate fuel is used at the customer's facility; and 4) that the customer has installed and maintains the necessary telemetering facilities (e.g., phone lines) as required in Section 6 below. The required certification must be signed by an authorized customer representative, must be renewed on an annual basis, and will include, among other things, an updated list of three customer contact names in the event of curtailment. This annual certification must be returned to the Company no later than October 15.

**2. CHARACTER OF SERVICE:**

Subject to the provisions hereinafter stated, the Company shall sell to the Customer and the Customer shall buy from the Company, on an interruptible basis, natural gas for any use except for natural gas vehicles. The gas service to be provided hereunder is interruptible. The Company in its sole discretion and regardless of the status of the Customer has the right to interrupt such service or to refuse to reinstate service hereunder at any time.

The parties contemplate that, subject to all of the terms and conditions hereof, the interruptible service contemplated herein shall be generally available during those months in which there is not temperature affected firm demand on the Company's system and generally unavailable during those months in which there is temperature affected firm demand on the Company's system; provided, that the Company may make such interruptible service available from time to time during those months when there is temperature affected firm demand on its system when it can do so without impairing its ability to meet the demands of its other Customers, whether firm or interruptible.

Notwithstanding anything herein to the contrary, the Company reserves the right to interrupt gas service or to refuse to reinstate gas service under this tariff in order to provide gas service to other Customers, whether firm, interruptible or Third-Party supply, who are providing to the Company a greater contribution to its gross margin than is being provided to the Company under this tariff.

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Nothing herein shall be construed so as to preclude the Company from contracting with others for transportation or delivery services or adding new Customers, whether firm or interruptible.

The service contemplated under this tariff is subject to applicable law and the applicable orders and regulations of all regulatory bodies having jurisdiction over the Company or the subject matter of this tariff, as such law, orders, and regulations may be in effect from time to time.

**3. DEFINITIONS:**

Technical terms used herein which are not defined herein shall have the meaning customarily accorded to them in the gas industry, except those terms which are defined in Section 16-11-1 et seq. of the Regulations of Connecticut State Agencies pertaining to service by gas companies, as the same shall be in effect from time to time, shall have the meaning provided therein.

The following are specific definitions applicable to this tariff schedule:

- a) The term “Emergency” is defined as an unforeseen and/or previously un-encountered boiler/process system problem which makes the use of alternative fuel impossible whether such Emergency exists at the onset of the interrupted period or during the interrupted period..
- b) The term “Agent” shall mean any third-party entity employed by a Rate IS customer for purposes of engaging, negotiating, or otherwise acting on behalf of said customer in the administration and negotiation related to activity under this Rate IS.
- c) The term “Company” shall mean The Southern Connecticut Gas Company or successors, assigns, or divisions thereof.
- d) The term “Delivery Service” shall mean the physical act of moving natural gas across the Company’s distribution system to a customer’s facility.
- e) The term “Supply Service” is defined as the activities associated with providing of the natural gas supply only.
- f) The Term “Third-Party Supplier” shall mean a third-party gas supply agent (e.g., gas marketer, broker or producer) responsible for procuring gas on the customer’s behalf and making that gas available for delivery to the customer’s facility.
- g) The term “Daily Demand Metering Charge” shall mean the monthly charge for the daily demand meter.

**4. DELIVERY SERVICE:**

All customers served under this tariff are deemed to be interruptible Company delivery customers.

**5. SUPPLY SERVICE:**

- a) Third-Party Supplier Service option – Customers served under this tariff schedule have the option of selecting a third-party gas supply agent (e.g., gas marketer, broker or producer). If such an election is made, the customer:

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- 1) Must notify the Company in writing of the Agent(s) to be used for any month and what responsibilities have been delegated to the agent on behalf of the Customer. No service will be provided to the Customer utilizing an agent for which the Company has not received such written notification. Once notified, the Company will rely upon information provided by Customer's agent as to deliveries, nominations, scheduling and any other duties so assigned. Further, the Company shall be held harmless from any actions taken by the Agent in regard to the information provided. All operators must execute and comply with the terms and conditions of the TRS Aggregation Agreement.
  - 2) Must comply with all terms and conditions regarding the transportation of gas on the Company's system as specified under the "Rules and Regulations" and "Transportation Receipt Services Terms and Conditions" sections of the Company's Tariff.
  - 3) Agent must hold a clear and marketable title to gas that is made available for delivery to the Customer's facility on the Company's gas system.
  - 4) Shall be solely responsible for securing faithful performance by Pipeline, Third-Party Supplier and others in all matters which may affect the Company's performance hereunder, and the Company shall not be liable hereunder to Customer as the result of the failure of Pipeline, Third-Party Suppliers or others to so perform. Customer shall also be solely responsible for obtaining all regulatory authority needed for performance hereunder and the Company agrees to cooperate in such process when requested.
- b) Company Supply Service Option – Customers served under this tariff schedule that do not elect a Third-Party Supplier are deemed to be Interruptible Company Supply customers.

Interruptible Company Supply customers agree that:

- 1) Gas to be supplied hereunder shall be such gas as is delivered to the Company by its pipeline suppliers, or as is otherwise available to the Company from its present or future sources of supply, including, without limitation, propane and liquid natural gas.
- 2) The Company's responsibility for and possession of the gas will end, and the Customer's responsibility for and possession of the gas will begin, at the outlet of the meter station.

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**6. POINT OF DELIVERY, METERING AND FACILITY REQUIREMENTS:**

The gas to be supplied shall be delivered at the Customer's premises at a point mutually agreed upon. Access to the metering and regulating equipment will be provided for the Company's representatives at all times.

Customers must install the necessary telephone line(s) or extension(s) terminated near the Company's meter to permit the installation and operation of Company owned and operated daily demand metering equipment. Customers must, at initial receipt of interruptible service, certify by Company provided affidavit that they will thereafter maintain such telephone line(s) or extension(s) to allow usage to be reported to the Company on a daily basis.

**7. RATE PER MONTH:**

Customer Charge:

Company Sales Customers	\$150.00 Per Month
Third-Party Supplier Customers	\$150.00 Per Month

Daily Demand Metering Charge:	\$ 6.37 Per Month
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Rate per Ccf:

The rate per hundred cubic feet (CCF) which shall be the price designated by the Company from time to time as its current standard offer or as mutually agreed from time to time between the Company and Customer, base upon posted alternatives (e.g., #2, #4 and #6, fuel oil, propane, and jet fuel).

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In no instance shall the minimum rate for customers electing the Company Supply Service Option be lower than the current cost of gas purchased by the Company for use by off-peak Customers plus \$.005/CCF adjusted for Connecticut Gross Receipts Tax, as filed with the Department of Public Utility Control from time to time.

The minimum rate for customers electing a third-party supplier shall not be less than \$.005/CCF adjusted for Connecticut Gross Receipts Tax.

The Customer shall be liable for the payment of the monthly Customer charge and the monthly Daily Demand Metering.

The Company may enter into flexible pricing agreements with customers that specify pricing formulas and minimum annual usage quantities of gas. These flexible pricing agreements may be in the form of a fixed price, variable NYMEX plus price, interruptible transportation only price, or a combination thereof. Customer contracted utilization levels may be for less than the customer's full annual gas requirements. Flexible pricing agreements are an additional, optional service. Neither the customer nor the Company is obligated to enter into such an agreement.

The rates set forth herein are subject to change in the event that applicable laws, regulations or orders of legislative or regulatory bodies (whether or not obtained at the request of the Company) direct or authorize any such change.

**8. ALTERNATE FUEL BURNING EQUIPMENT:**

The Customer will maintain in operating condition alternative fuel standby equipment and maintain a fuel supply adequate for its operations when the gas supply is interrupted. Any failure of the Customer in this regard shall have no effect on the Company's rights hereunder to curtail gas supply. In addition, and at the Company's sole discretion, such failure may terminate the Customer's interruptible rate.

**9. MONTHLY BILLING:**

Bills shall be rendered and paid monthly. A 1% penalty per month charge will be added to all bills not paid (payment received by the Company) within 28 days of the billing date for all Customers other than the State of Connecticut or any political subdivision thereof and 60 days for the State of Connecticut or any political subdivision thereof.

**10. PRESSURES:**

The Company will furnish gas at a pressure mutually agreed upon.

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**11. NOTICE OF INTERRUPTIONS:**

The Company reserves the right to interrupt the use of this gas on three (3) hours' notice, except that the Company may provide shorter notice in the event of an unusual or emergency situation. Said notice shall be considered complete when either telephone, facsimile, or messenger contact has been made with a Customer representative.

**12. RESTRICTION ON TRANSFER TO FIRM SERVICE:**

The Customer agrees that it shall not be eligible to transfer to firm service for the gas use stated above unless, in the sole judgment of the Company such transfer would not jeopardize the ability of the Company to balance its load. The Company will evaluate such request based upon its then current ability to serve the Customer considering its interstate transportation, storage and supply position. The Company will endeavor to accommodate such requests.

**13. SWITCHING BETWEEN THIRD-PARTY SUPPLIER SERVICE AND COMPANY SUPPLY SERVICE:**

Customers under this tariff may elect to switch between the Third-Party Supplier Service Option and the Company Supply Service Option on a monthly basis. Switches between these options must comply with the terms and conditions of Rate TRS. If the customer elects firm service and the Company accommodates such request pursuant to Section 13 above, the Customer must receive service under the applicable firm rate for a minimum term of twelve (12) months.

**14. UNAUTHORIZED USE OF GAS:**

In the event that the Customer uses gas after the Customer has been notified to cease using gas in accordance with Paragraph 12, the Customer shall be liable for billing at a rate of \$3.00 per CCF for all such unauthorized or excess gas in addition to the rate per month established in section 7 above. Actual meter readings, or an estimate upon prevailing conditions, shall be used as the basis for calculating this liability. Such payment shall not preclude Company from turning off the Customer's supply of gas in the event of its failure to interrupt its use thereof when requested. The Company may also turn off the Customer's supply of gas in the event that the Customer fails or refuses to cease using gas in excess of that permitted in Paragraph 7.

- A. If a Customer fails to go-off line when requested and such Customer has not been granted an emergency gas use period by the Company, the Customer shall pay for the use of such gas at the unauthorized use rate and the Company reserves the right to lock the meter.

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MANUAL INTERRUPTIBLE SERVICE (CONTINUED)**

- B. If a Customer is granted an initial emergency gas use period by the Company, and remains on-line beyond that period and the Company has not granted an extension, the Customer will pay for any gas used beyond the initial emergency gas use period at the unauthorized use rate and the Company reserves the right to lock the meter.

\*All telephone communications from the Company to the interruptible Customer will be electronically recorded. Such electronic recordings shall be deemed sufficient evidence that notice has been given by the Company.

**15. AUTHORIZED EMERGENCY GAS:**

If, after interruption in accordance with Paragraph 12, the Customer is unable to use his alternate fuel burning equipment and has notified the Company pursuant to the Company's Rules and Regulations that it has an emergency and the Company, in its sole judgment, recognizes such emergency in writing and is able to deliver amounts of gas requested by the Customer, then the Customer shall be liable for billing at a rate of \$1.00 per CCF for all such authorized emergency gas in addition to the rate per month established in Section 8 above.

**Duration of Emergency Gas Use**

- A. An initial emergency gas use period shall be up to eight hours.
- B. Emergency during non-business hours extends the initial emergency gas use period to 12 noon on the next business day.
- C. Extensions of Emergency Gas Use
- i. Prior to the termination of the initial emergency gas use period the Customer may request an extension of such period if the emergency condition has not been rectified. The Customer must provide the Company with reasons for the request and the duration of the extension requested and must follow up with a written communication.
  - ii. The Company in its sole discretion will determine as soon as possible whether to grant or deny the extension and notify the Customer by telephone of its decision prior to the expiration of the initial term, with a written communication of such decision to follow.

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**Conditions of Emergency Gas Use**

- A. When Customer receives initial telephone notice from the Company\* that service is to be interrupted or encounters an Emergency during the interrupted period, Customer must notify the designated Company representative with a follow-up notification in writing either hand-delivered or by facsimile that:
- i. An Emergency exists
  - ii. A detailed explanation of the Emergency; and
  - iii. A request to use gas on an Emergency basis.
- B. The Company's Gas Supply Department in its sole discretion will determine whether or not to grant the request to use gas on an emergency basis. The Company will notify the Customer by telephone as soon as possible whether the Customer's request has been granted or denied and will follow up with a written verification.

**16. NO LIABILITY FOR INTERRUPTION OR FAILURE OF GAS SERVICE:**

The Company has the right to interrupt service and refuse to reinstate hereunder at any time in its sole discretion, as set forth in Paragraph 1 hereof. Further, even during periods when the Company is making or attempting to make service available under this tariff, such service may be interrupted, curtailed, deficient, or fail by action of the Company for the purpose of making repairs, changes or improvements in any part of its system for the general good of the service or safety of the public, or such service may be interrupted, curtailed, deficient or fail by reason of accident, strike, legal process, governmental interference, interruption of supply from Company suppliers, system pressure problems, extraordinary action of the elements, and other cause whatsoever beyond the control of the Company or any contingency which in the sole judgment of the Company requires a curtailment of service in order best to protect public health and welfare. In no event shall the Company be liable for damages, direct or consequential resulting from such interruptions, curtailment, deficiency or failure.

**17. AGENTS ACTING ON BEHALF OF CUSTOMER:**

Any Customer who wishes to be represented by an Agent must return a completed Rate IS – Appendix 1 Designation of Agent Agreement. Executed by the Customers, it's Agent, and the Company.

**18. TERM :**

The initial term shall be no less than one (1) year. Customers that elect the Third-Party Supplier Service Option in Section 5(a) above shall remain on this service for the entire one-year term. Likewise, customers that elect the Company Sales Service Option in Section 5(b) above shall remain on this service for the entire one-year term.

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**19. SUCCESSORS AND ASSIGNS:**

The terms of this tariff shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, and the words “Company” and “Customer” respectively, when used in this tariff, shall be construed to include their respective successors and assigns.

**20. GENERAL TERMS AND CONDITIONS:**

The Company’s Rules and Regulations are incorporated herein and made a part of this tariff.

**21. RATE FILINGS:**

Nothing contained herein shall be construed in any way as affecting the Company’s right to make a unilateral application to the Department of Public Utility Control for a change in rates under the laws of the State of Connecticut and the regulations promulgated by the Department of Public Utility Control.

**RATE IS – APPENDIX 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 Southern Connecticut Gas Company (SCG or Company) Rate IS program.

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 the Utility. 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 the Utility's Tariffs and Rules and Regulations to the Program, as the same may be amended, modified, clarified, superseded or supplemented.

The Utility may rely upon any instructions, whether oral or written, from Authorized Customer Agent, and may take any actions pursuant to such instructions, which the Utility deems reasonable and appropriate. Customer and Authorized Customer Agent hereby agree to indemnify, defend and hold harmless the Utility 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 the Utility'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 the Utility 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 SCG 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 SCG.

**RATE IS – APPENDIX 1  
DESIGNATION OF AGENT AGREEMENT  
CONTINUED**

The Utility 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 the Utility, 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 the Utility 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 the Utility unless and until actual written notice of modification, revocation or termination shall have been received by the Utility from Customer.

In order to address additional administrative and operational requirements of the State of Connecticut Department of Public Utility Control, the Utility 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 the Utility written notification that this Agreement is terminated.

Customer designates the following persons as contact persons:

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

The Southern Connecticut Gas Company  
Attention: Marketing Department  
60 Marsh Hill Road  
Orange, CT 06477-3624

**RATE IS – APPENDIX 1  
DESIGNATION OF AGENT AGREEMENT  
CONTINUED**

The Company person or address to which notices to SCG are to be sent may be changed by SCG upon not less than five (5) business days' prior written notice to Customer.

Dated: \_\_\_\_\_  
[Customer]

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
[Authorized Customer Agent]  
Secretary

STATE OF \_\_\_\_\_: \_\_\_\_\_  
[Customer]

COUNTY OF \_\_\_\_\_: \_\_\_\_\_  
: ss.:

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_,

\_\_\_\_\_ that he/she is the \_\_\_\_\_ of [Customer], the corporation described in and which executed the above

Designation of Agent Agreement; and that he/she signed his/her name thereto by authority of the board of directors or by-laws of said corporation.

\_\_\_\_\_  
Notary Public  
[Authorized Customer Agent]

STATE OF \_\_\_\_\_: \_\_\_\_\_  
: ss.:

COUNTY OF \_\_\_\_\_: \_\_\_\_\_  
: ss.:

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_,

\_\_\_\_\_ that he/she is the \_\_\_\_\_ of [Authorized Customer Agent], the corporation described in and which executed the above

Designation of Agent Agreement; and that he/she signed his/her name thereto by authority of the board of directors or by-laws of said corporation.

\_\_\_\_\_  
Notary Public