

RATE NGV (NATURAL GAS VEHICLES)

**INTERRUPTIBLE
NATURAL GAS VEHICLE SERVICE**

1. 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 use as fuel for a natural gas vehicle. The gas service to be provided hereunder is interruptible and is available for the sole use as a vehicle fuel by any Customer requiring natural gas as a motor fuel for vehicles employed in fleet, van pool, public and private transportation or other motor vehicle operations. Delivery of such gas shall be separately metered and shall not be used interchangeably with gas supplied under any other of the Company's tariffs. 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. The Customer acknowledges that it will be necessary to interrupt NGV Rate 9G service when there is an introduction of propane into the Company's system.

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 hereunder are 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.

2. Gas to be Delivered

The gas to be supplied hereunder shall be such gas as is delivered to the Company by its pipeline Operators, or as is otherwise available to the Company from its present or future sources of supply, including, without limitation, propane and liquid natural gas.

3. Point of Delivery and Metering

The gas to be supplied hereunder 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. 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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4. Rates

The monthly rate to be charged for service provided hereunder shall consist of the price of gas supplied under this tariff per thousand cubic feet (MCF) which price shall be 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. The price of gas supplied under this tariff shall not be less than the Minimum Rate.

Minimum Rate: The then current cost of gas purchased by the Company for use by off-peak Customers plus \$.05/MCF adjusted for applicable taxes, as filed with the Department of Public Utility Control from time to time.

5. Alternate Fuel Burning Equipment

The Customer shall maintain in operating condition the capability of burning an alternate fuel and maintain an alternate 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.

6. 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.

7. Pressures

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

8. 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 facsimile, telephone, or messenger contact has been made with a Customer representative.

9. 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.

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10. 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 9, 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 4 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 4.

11. Authorized Emergency Gas

If, after interruption in accordance with Paragraph 9, 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 4 above .

12. 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 2 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 Operators, 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.

13. Term

The initial term shall be no less than one (1) year.

14. Definition of Terms

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.

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15. 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.

16. General Terms and Conditions

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

17. 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.