

THE SOUTHERN CONNECTICUT GAS COMPANY

GAS TARIFF

RATE NGV (NATURAL GAS VEHICLE INTERRUPTIBLE RATE)

1. Availability:

Gas service is available under this rate to 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.

2. Applicability and Character of Service:

Delivery of gas under this rate is subject to the following conditions:

A) Basic Service

(1) Rate NGV customers shall have the highest priority interruptible service, however delivery of gas shall be subject to interruption or curtailment, at the Company's sole discretion, upon three hours notice.

(2) The Company may provide shorter notice of interruption if it is determined that such shorter notice is necessary or proper because of an unusual or emergency situation, or the introduction of propane or other peak shaving gases into the Company's distribution system is incompatible with the operation of NGV equipment. The Company may require customer installation of automated equipment which will prevent the introduction of propane or other incompatible gases into the customer's fueling system.

(3) Notwithstanding the availability or provision of any backup service, customers will be obligated to interrupt or curtail in accordance with Sections (1) and (2) above when required by the Company.

(4) Gas delivered hereunder will be separately metered and shall not be used interchangeably with gas supplied under any other rate schedule.

B) Backup Service:

(1) The Company at its discretion may provide backup service during periods of normal interruption. Such service shall not be guaranteed and service under this rate shall not confer a customer's right to such service.

(2) Customers requesting backup service must notify the Company of such backup request immediately upon receipt of notice to interrupt. Customers in interruption or customers failing to provide immediate backup requests will be denied backup service.

(3) The Company may refuse or suspend backup service at any time.

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3. Rates

Supply Rate:

- (a) A rate established monthly based upon posted prices, market conditions and market clearing prices for competitive gasoline fuels certified under this section as determined by the Company.
- (b) If subsequent to the Company's establishment of the monthly rate a customer can certify by affidavit or other form acceptable to the Company that this rate exceeds the customer's cost of competitive gasoline fuel, or the Company finds that market conditions have changed, the Company may flex the monthly rate.
- (c) The Company may enter into flexible pricing agreements with customers which specify pricing formulas and customer commitments to utilize gas for all fuel requirements.

Minimum Rate:

Unless authorized by the Public Utilities Regulatory Authority, the Rate per Ccf shall not be less than the current commodity cost of gas per Ccf as estimated by the Company plus \$.005/Ccf, plus the motor vehicle fuel tax and the excise tax, or other applicable fuel taxes expressed in \$/Ccf.

Backup Supply Rate:

The rate for backup service shall be \$1.00/Ccf plus the motor vehicle fuel tax and the excise tax or other applicable fuel taxes expressed in \$/Ccf.

Penalty Rate:

\$3.00/Ccf in addition to the backup Supply rate.

4. Failure to Curtail:

- (a) For any period that a customer fails to curtail the use of gas, all gas consumed will be billed at the Penalty rate.
- (b) The Company may immediately discontinue the supply of gas for any failure to curtail.

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5. Payment:

Bills will be rendered monthly and are due and payable upon presentation.

6. Delayed Payment Charge:

Billings not fully paid within twenty-eight (28) days of the billing date shall be subject to interest charges on the unpaid balance at the rate of 1.25% per month.

7. Term of Service:

For an initial period of not less than one year and thereafter until terminated by either party on thirty (30) days written notice. In the event of termination of interruptible service pursuant to this rate, a customer may not again qualify for interruptible gas until 12 months have expired since the date of termination.

8. Service Regulations:

The Company's Service Rules and Regulations shall apply to service under this Rate NGV, to the extent not inconsistent with the terms and conditions of this Rate NGV.