

FITCHBURGGAS AND ELECTRIC LIGHT COMPANY

STANDARD OFFER CONTRACT

FOR

INTERRUPTIBLECITY-GATE GAS SUPPLY

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Approved:

FITCHBURGGAS AND ELECTRIC LIGHT COMPANY
STANDARD OFFER CONTRACT FOR
INTERRUPTIBLECITY-GATE GAS SUPPLY

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FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
STANDARD OFFER CONTRACT FOR
INTERRUPTIBLE CITY-GATE GAS SUPPLY

This Agreement made this ____ day of _____, 19____, by and between Fitchburg Gas and Electric Light Company a Massachusetts corporation located in the City of Fitchburg, Massachusetts (hereinafter referred to as the "Company") and _____, a corporation located in _____, _____ (hereinafter referred to as the "Customer").

WHEREAS the Company owns and operates a gas distribution system in the Commonwealth of Massachusetts; and

WHEREAS the Company offers interruptible transportation service pursuant to a Standard Offer Contract For Interruptible Transportation Of Gas; and

WHEREAS the Customer, from time to time, desires to purchase from the Company an interruptible gas supply delivered to the Company's city-gate; and

WHEREAS the Company is willing to provide such interruptible supply to the Customer

NOW, THEREFORE in consideration of the mutual agreements hereinafter set forth, it is agreed as follows:

1 DEFINITIONS

When used in this Agreement with initial capitalization, whether in singular or plural form, the following terms shall have the meaning set forth below:

- 1.1. Agreement This Standard Offer Contract for City-Gate Gas Supply, including all of its Exhibits, as may be amended periodically.
- 1.2. Bill: A monthly statement of charges from the Company to the Customer for services rendered in the preceding Billing Month(s).
- 1.3. Billing Date The date on which a bill is rendered by the Company to the Customer.

- 1.4. Billing Month The period between monthly meter readings which measures services rendered for which Bills are prepared. The Billing Month shall be as near as practicable to a calendar month.
- 1.5. BTU: British Thermal Unit.
- 1.6. Contracted Gas The gas delivered by the Company, for the Customer's account, pursuant to this Agreement.
- 1.7. Curtailment A reduction in the volume of gas purchased by the Customer pursuant to this Agreement, which may continue for a defined period or indefinitely.
- 1.8. Customer's Alternative Fuel The non-gas fuel the Customer will use to operate its dual-fuel equipment when the Company is not providing gas supply to the Customer pursuant to this Agreement.
- 1.9. Daily Scheduled Quantity The daily amount of Contracted Gas, in Therms, the Customer requests the Company to supply each Day.
- 1.10. Interruption: The complete discontinuance of the supply of gas to the Customer under this Agreement, which may continue for a defined or indefinite period.
- 1.11. MMBTU: One million (1,000,000) BTU's = 10 Therms.
- 1.12. Parties: The Company and the Customer.
- 1.13. Therm: 1 Therm = 100,000 BTUs.

2 **CONDITIONS PRECEDENT**

- 2.1. The Parties to this Agreement have also executed Fitchburg Gas and Electric Light Company's Standard Offer Contract For Interruptible Transportation Of Gas.

3 SCOPE OF AGREEMENT

3.1. When requested by the Customer, the Company will provide ~~an~~interruptible supply of gas delivered to the Company's city-gate for the Customer's use.

4 TERM OF AGREEMENT

4.1. This Agreement shall begin on _____, 19____, and shall continue in effect until _____, 19____, and year to year thereafter unless terminated by either Party giving to the other thirty (30) days written notice. The Company has the right to extend the termination notice period by notifying the Customer in writing.

5 EFFECTIVE DATE OF AGREEMENT

5.1. This Agreement and any subsequent amendments to the Agreement shall become effective upon execution, unless the Agreement is subject to filing or approval of any regulatory authority having jurisdiction, in which case this Agreement shall become effective in accordance with the laws or regulations setting forth such requirement.

6 CURTAILMENT / INTERRUPTION PROVISIONS

6.1. The CURTAILMENT / INTERRUPTION PROVISIONS (Section 6) of the Company's Standard Offer Contract For Interruptible Transportation Of Gas shall apply hereunder.

6.2. The interruption of gas supply shall not be the basis for claims or damages, if any, sustained by the Customer by reason of such interruption.

7 CHARACTER OF SERVICE

7.1. An interruptible supply of gas of not less than 1,000 BTU per cubic foot shall be furnished hereunder.

8 USE OF INTERRUPTIBLE SERVICE

- 8.1. In no case shall gas supplied hereunder be used by the Customer interchangeably with gas supplied under any other rate schedule or service agreement with the Company, except for service supplied under a Standard Offer Contract for Interruptible Transportation of Gas
- 8.2. The Customer agrees to use the gas purchased only in, and limited to, the operation of the equipment specified in Exhibit I. Maximum gas input at any time will be limited to the amounts specified in Exhibit I.

9 DETERMINATION OF AMOUNT OF GAS SUPPLY

- 9.1. The Customer's dispatcher (or its designee) shall notify the Company's dispatcher of the daily amount of Contracted Gas it requests the Company to supply the Daily Scheduled Quantity at least four (4) hours prior to the Tennessee Gas Pipeline Company's scheduling deadline for such day, unless the Company's dispatcher agrees to a shorter time period for such advance notice. For first of the month requests for gas supply, the Customer's dispatcher (or its designee) shall notify the Company's dispatcher at least four (4) business days prior to the beginning of the month or twenty-four (24) hours before the Tennessee Gas Pipeline first of the month deadline, whichever is earlier. After such advance notice by the Customer, the Company's dispatcher will, as promptly as is practicable, advise the Customer's dispatcher of the portion of the Contracted Gas so requested by the Customer which the Company will supply to the Company's City-Gate on the Customer's behalf.

10 CHARGE FOR CITY-GATE GAS SUPPLY SERVICE

- 10.1. The monthly charge for city-gate gas supply service will be determined as follows:

$$C = EMCC \text{ times } Q$$

where:

C = the monthly charge in dollars

EMCC = the estimated marginal commodity cost of the Company's pipeline natural gas for the Billing Month, expressed in dollars per MMBTU, as determined by the Company on the twenty-first day, or the next working day, if the twenty-first day is a weekend or holiday, of the calendar month preceding the Billing Month during which this charge will apply.

Q = the quantity of Contracted Gas in MMBTU.

10.2. Alternate Pricing Provision

The EMCC determined in accordance with Section 10.1 above shall apply during the Billing Month so long as the Company can purchase gas from its suppliers at an acquisition price equal to or less than the EMCC. The Company may revise the EMCC at any time and offer the Customer continued service, at a revised EMCC in the event the Company's acquisition cost of gas is expected to exceed the original EMCC

11 PROVISION FOR FUTURE TAXES

11.1. In addition to other payments provided for herein, the Customer shall pay the Company the amount of any tax (e.g., sales or excise tax) on the Company's gas supply, not now in effect, which the Company may hereafter be required to pay or collect by any federal, state or local law.

12 METERING

12.1. The METERING provision (Section 14) of the Company's Standard Offer Contract For Interruptible Transportation Of Gas shall apply hereunder.

13 TERMS OF PAYMENT

13.1. The charges for service under this contract shall be billed monthly and payable upon presentation of a bill. Interest charges will be added from the date of the original bill if current charges are not paid and received by the Company or its agents within ten (10) days from the date on the bill. The interest charges shall be

calculated at an annual rate of interest which is the equivalent of the rate paid on two-year United States Treasury notes for the preceding 12 months ending December 31st of any year, plus ten percentage points (i.e., 1,000 basis points). The monthly interest charge shall be added to the Customer's account until all arrears have been paid.

- 13.2. If the Customer fails to make a payment within ten (10) days from the date on the bill, the Company may terminate this Agreement with five (5) days notice (without waiving any other rights the Company may have such as the right to receive any and all payments due hereunder, including without limitation, any late payment charges accrued with respect thereto as provided for Section 13.1).
- 13.3. In the event the Customer, in good faith, disputes the amount of any bill, the Customer shall pay the undisputed portion of such bill and shall notify the Company in writing of such dispute no later than ten (10) days from the date of the bill, indicating the amount of such bill subject to dispute and briefly describing the nature of such dispute. In such event, the Parties shall use their best efforts to resolve such dispute within a reasonable period of time not to exceed thirty (30) days from the date of such notice. Interest on the disputed portion of any such bill shall not be payable during the dispute period but billable to the Customer for that period if subsequently the merits of the dispute are found to be unwarranted by the Company.

14 CUSTOMER DEPOSITS

- 14.1. The Company may, at its option, require a deposit, prepayment or other arrangement to guarantee payment for services rendered hereunder.

15 PUBLIC REGULATION

- 15.1. The Company is a public utility subject to regulation by the Massachusetts Department of Public Utilities. Compliance by the Company with any order, rule, or regulation of the Department or any other regulatory authority with jurisdiction which modifies the provisions of this Agreement shall not constitute a

breach hereof. Any amendments to this Agreement that may be required as a result of any order, rule, or regulation shall be made in accordance with Section 20.3. Either the Company or the Customer, if affected adversely by such order, shall have the option after the issuance of such order to terminate this Agreement by giving sixty (60) days written notice of termination to the other Party.

16 DEFAULT

- 16.1. If either Party shall fail to perform or otherwise be in default of any of its obligations under this Agreement, the other Party may terminate this Agreement by giving the defaulting Party written notice stating specifically the nature of the default and giving notice of termination. Any termination of this Agreement shall be without prejudice of the right of the Company to collect any payments due the Company for service hereunder prior to the time of termination including interest, late payment charges and any other properly applied charges.
- 16.2. Any Party in default shall have five (5) days after such notice is given in which to remedy the default to the extent required under this Agreement. If such default is remedied and the notifying Party is fully indemnified for any and all consequences, then this Agreement shall continue in full force and effect. If the default is not remedied, then the notifying Party shall have the right to terminate this Agreement immediately without further notice.

17 FORCE MAJEURE

- 17.1. Neither Party shall be liable for any breach, delay, or nonperformance hereunder, whether material or immaterial, or whether affecting total or partial performance, which directly, or indirectly, results from, or is caused, in whole or in part, by revolutions, or other disorders; wars; declared or undeclared acts of public enemies; or other restrictions imposed by laws; arrest or restraint of officials; or acts of God; accidents; or by breakdown or injury to storage facilities, pipelines, machinery, or other facilities of either Party used for production, manufacturing, transportation, delivery, receiving, storage, handling, or utilization of the products

purchased hereunder; or by fires, storms, explosions, or other casualties; or by strikes, lockouts, stoppage, or restraint of labor, either partial or general, from whatever cause; or if performance hereunder is hindered, delayed, or prevented by, or would violate or controvert any law, rule, order or request of government, Federal, State, or foreign, or any agency or representative thereof; or which directly or indirectly results from any cause beyond either Parties' control, whether such other causes be of the classes herein specifically provided for, or not. Force Majeure shall not relieve the Customer from making payments due for service rendered prior to or during the Force Majeure event in accordance with this Agreement.

18 CONTACTS

18.1. The Customer may contact the Company at any time at the following numbers which may be revised from time to time

Dispatch Office: Telephone (508) 342-5056
Fax (508) 345-2090

18.2. The dispatcher on duty will inform the Customer of the availability and price of interruptible gas supply, and the amount which is subsequently scheduled.

18.3. The Company may contact the Customer personnel listed in Exhibit which may be revised from time to time for purposes of making such confirmations, or to order the interruption of gas, verbally or by fax.

19 NOTICES

19.1. Except as provided in Section 18 above, all notices required or permitted to be given hereunder shall be deemed given upon mailing such notices by registered or certified mail, postage prepaid, addressed as follows:

If to Customer: _____

If to Company: Fitchburg Gas and Electric Light Company
285 John Fitch Highway
Fitchburg, MA 01420
Attn: Vice President and General Manager

19.2. Either Party may change its notice address by giving written notice of such new address to the other Party.

20 MISCELLANEOUS

- 20.1. This Agreement, together with the Exhibits attached hereto, represent the entire Agreement between the Parties with respect to the interruptible supply of gas, and supersedes in all respects any prior or contemporaneous agreements between the Parties, written or oral, with respect to the interruptible supply of gas. All amendments to this Agreement will be by mutual agreement and evidenced by a written amendment signed by the Parties.
- 20.2. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Customer without the prior written consent by the Company which consent shall not be unreasonably withheld.
- 20.3. This Agreement will be construed in accordance with and controlled by the laws of the Commonwealth of Massachusetts.
- 20.4. This Agreement shall be subject to the Rules and Regulations of the Company's Tariff for Gas Service as filed by the Company from time to time with the Department, where applicable. In the event of a conflict between said Rules and Regulations and the provisions of this Agreement, this Agreement shall govern.

- 20.5. Notwithstanding any other provision to the contrary, no waiver by either Party of any default(s) or breach(es) of any of the obligations contained in this Agreement to be performed by the other Party shall be construed as a waiver of any succeeding default(s) or breach(es) of the same or any other obligation or conditions.
- 20.6. In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of such contract and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 20.7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 20.8. The various headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretations of this Agreement or any provision hereof.
- 20.9. Neither the Company nor the Customer shall be liable to the other or any party claiming through the other for special or consequential damages.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

_____ By: _____ Title: _____ Customer	<u>Fitchburg Gas and Electric Light Company</u> By: _____ Title: <u>Vice President and General Manager</u> Company
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Exhibit I - Page 1 of 2

**Fitchburg Gas and Electric Light Company
Interruptible City-Gate Gas Supply Agreement**

Customer Equipment , Alternative Fuel, and Heating Value (Section 8.2)
(add more pages as needed)

Make: _____
Model: _____
Capacity: _____
Design Pressure: _____
Maximum Gas Input: _____
Alternative Fuel: _____
Sulfur Content: _____
Heating Value(BTU/gallon): _____

Make: _____
Model: _____
Capacity: _____
Design Pressure: _____
Maximum Gas Input: _____
Alternative Fuel: _____
Sulfur Content: _____
Heating Value(BTU/gallon): _____

Make: _____
Model: _____
Capacity: _____
Design Pressure: _____
Maximum Gas Input: _____
Alternative Fuel: _____
Sulfur Content: _____
Heating Value(BTU/gallon): _____

Exhibit I - Page 2 of 2

**Fitchburg Gas and Electric Light Company
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Customer personnel(Section 18.3)

Name: _____	Name: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____