

DELIVERY SERVICE TERMS AND CONDITIONS

1. APPLICABILITY

- 1.1 The Company shall apply this tariff on a non-discriminatory and non-preferential basis to all Commercial and Industrial Customers who obtain Delivery Service from the Company, except as this tariff is explicitly modified by order of the MPUC. The provisions of Section 20 of the Delivery Service Terms and Conditions (“Delivery Service T&C”) will specifically apply to all entities designated by the Customer as set forth in Delivery Service T&C, Section 20.5 to supply Gas to a Designated Receipt Point for the Customer’s account.
- 1.2 The Company reserves the right to impose reasonable fees and charges pursuant to the various provisions of this tariff.
- 1.3 In the event that the Company incurs minimum bill, inventory, transition, take or pay, imbalance, or any other charges associated with the provision of Delivery Service to Customers, the Company may impose an additional charge on the Suppliers serving said Customers as approved by the MPUC.

2. DEFINITIONS

Adjusted Target Volume (“ATV”):

The volume of Gas determined by the Company using a Consumption Algorithm and required to be nominated and delivered each Gas Day by the Supplier on behalf of Customers taking non-daily metered Delivery Service.

Aggregation Pool:

One or more Customer accounts whose Gas Usage is served by the same Supplier and aggregated pursuant to Delivery Service T&C, Section 20.6 of this tariff for operational purposes, including but not limited to nominating, scheduling, and balancing Gas deliveries to Designated Receipt Point(s) within the associated Gas Service Area.

Annual Reassignment Date:

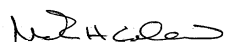
Five (5) Business Days prior to November 1 of each year when the Company reassigns Capacity to Suppliers pursuant to Delivery Service T&C, Section 11.6 of this tariff.

Annual TCQ Review:

Process outlined in Delivery Service T&C, Section 11.3.5 of this tariff pursuant to which the Company reviews Customer TCQ each year. N

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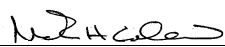
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Title: Senior Vice President

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- Assignment Date:** Five (5) Business Days prior to the first Gas Day of each month when the Company assigns Capacity to Suppliers pursuant to Delivery Service T&C, Section 11.4 of this tariff.
- Authorization Number:** A number unique to the Customer generated by the Company and printed on the Customer's bill that the Customer must furnish to the Supplier to enable the Supplier to obtain the Customer's Gas Usage information pursuant to Delivery Service T&C, Section 20.4, and to initiate or terminate Supplier Service as set forth in Delivery Service T&C, Section 20.5 of this tariff.
- Btu:** One British thermal unit; i.e., the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at sixty degrees (60°) Fahrenheit.
- Business Day:** Monday through Friday excluding holidays recognized by the Company. Where relevant, a Business Day shall consist of the hours during which the Company is open for business with the public. If any performance date referenced in this Tariff is not a Business Day, such performance shall be the next succeeding Business Day.
- Capacity:** Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity as defined in this tariff.
- Capacity Allocators:** The estimated proportions of the Customer's Total Capacity Quantity that comprise Pipeline Capacity, Storage Withdrawal Capacity and Peaking Capacity.
- Capacity Assigned Customer:** A Customer with a TCQ greater than zero pursuant to Delivery Service T&C, Section 11.3.2. N
- Capacity Exempt Customer:** A Customer assigned a TCQ of zero pursuant to Delivery Service T&C, Section 11.3.3 and Section 11.3.4, or a customer with a TCQ determined to be zero pursuant to Section 11.3.2. N
- Capacity Mitigation Service:** The service available to Suppliers in accordance with Delivery Service T&C, Section 11.10.
- Capacity Ratio:** Prior to November 1, 2019, Capacity divided by estimated aggregate Gas Usage of Sales Service Customers on the Peak Day and fifty percent (50%) of estimated aggregate Gas Usage of Capacity Assigned Customers on the Peak Day. N

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Beginning November 1, 2019, Capacity divided by estimated aggregate Gas Usage of Sales Service Customers on the Peak Day and one-hundred percent (100%) of estimated aggregate Gas Usage of Capacity Assigned Customers on the Peak Day.

- City Gate:** The interconnection between a Delivering Pipeline and the Company's distribution facilities.
- CCF:** One hundred cubic feet
- Commodity:** See Gas.
- Company:** Northern Utilities, Inc
- Company Gas Allowance:** The difference between the sum of all amounts of Gas received into the Company's distribution system (including Gas produced by the Company) and the sum of all amounts of Gas delivered from the Company's distribution system divided by said amount of Gas received. Such difference shall include but not be limited to Gas consumed by the Company for its own purposes, line losses, and Gas vented and lost as a result of force majeure, excluding Gas otherwise accounted for.
- Company-Managed Supplies:** Capacity and Supply contracts held and managed by the Company and made available to the Supplier pursuant to Delivery Service T&C, Section 11.9 of this tariff including Supply-sharing contracts and load-management contracts.
- Consumption Algorithm:** A mathematical formula used to estimate a Customer's daily consumption.
- Critical Day:** In accordance with Delivery Service T&C, Section 16 of this tariff, a day declared at any time by the Company in its reasonable discretion when unusual operating conditions may jeopardize operation of the Company's distribution system.
- Customer:** The recipient of Delivery Service, whose Gas Usage is recorded by a meter or group of meters at a specific location and who is a customer of record of the Company.

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- Gas:** Natural Gas that is received by the Company from a Transporting Pipeline at the Designated Receipt Point and delivered by the Company to the Delivery Point for the Customer's account. In addition, the term shall include amounts of vaporized liquefied natural Gas and/or propane-air vapor that are introduced by the Company into its system and made available to the Customer as the equivalent of natural Gas that the Customer is otherwise entitled to have delivered by the Company.
- Gas Day:** A period of twenty-four (24) consecutive hours beginning at 10:00 a.m., E.T., and ending at 10:00 a.m., E.T., the next calendar day, or other such hours used by the Transporting Pipeline.
- Gas Service Area:** An area within the Company's distribution system as defined in Delivery Service T&C, Section 4 of this tariff, for the purposes of administering Capacity assignments, Nominations, balancing, imbalance trading, and Aggregation Pools.
- Gas Usage:** The actual quantity of Gas used by the Customer as measured by the Company's metering equipment at the Delivery Point.
- Heating Factor:** The Customer's estimated weather-sensitive Gas consumption per Heating Degree Day.
- MMBtu :** One million Btus.
- Maximum Daily Peaking Quantity ("MDPQ"):** The portion of a Customer's Total Capacity Quantity identified and allocated as Peaking Capacity, such that the maximum daily amount of Gas that can be withdrawn from a Supplier's Peaking Service Account pursuant to Delivery Service T&C, Section 14 of this tariff shall be equal to the sum of the MDPQs for all Customers in that Supplier's Aggregation Pool.
- MPUC** Maine Public Utilities Commission
- Month:** A calendar month of Gas Days.

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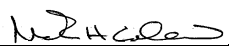
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must be maintained in Suppliers' Peaking Service Accounts in order for the Company to meet system demands under Design Peak Season conditions. The Company will communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Peaking Service Rule Curve as identified in Delivery Service T&C, Section 14 of this tariff.

- Peaking Supply:** Peaking Supply includes only resources on the Company's system, such as Liquefied Natural Gas plants. C
- Peaking Supply Allocator:** An allocation factor that represents the proportion of a Customer's estimated Gas Usage during the Design Peak Season that is generally served with Peaking Service supplies.
- Pipeline Capacity:** Transportation capacity on interstate pipeline systems normally used for deliveries of Gas to the Company's city gates, exclusive of Storage Withdrawal Capacity. Granite capacity may be assigned as Pipeline Capacity when associated with Pipeline Capacity resources upstream of Granite.
- Pre-Determined Allocation:** Instructions from the Supplier to the Company for the method allocation of discrepancies in confirmed Nominations among the Supplier's Aggregation Pools and/or Customers as set forth in the Supplier Service Agreement.
- Rate Schedules:** The schedules of rates included in the Company's M.P.U.C. Gas Tariff.
- Reference Period:** A period of at least twelve (12) months for which a Customer's Gas Usage information is typically available to the Company.
- Sales Service:** Commodity service provided on a firm basis to a Customer who is not receiving Supplier Service, in accordance with the provisions set forth in this tariff. The provision of Sales Service shall be the responsibility of the Company and shall be provided to the Customer by the Company or its designated Supplier pursuant to law or regulation.
- Seasonal Storage Capacity:** Contracts for Capacity in off-system storage facilities used to accumulate and maintain Gas inventories for re-delivery to the Company's city gates normally during the Peak Season.

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one Delivery Point or metering installation, each single Delivery Point or metering installation shall be considered to be a separate Customer for purposes of applying the Rate Schedule, except when a Customer is served through multiple points of delivery or metering installations for the Company's own convenience.

- 3.2 The Company may refuse to supply service to loads of unusual characteristics, which, in its sole reasonable judgment, might adversely affect the quality of service supplied to other Customers, the public safety or the safety of the Company's personnel. In lieu of such refusal, the Company may require a Customer to install any necessary regulating and protective equipment in accordance with the requirements and specifications of the Company.

4. GAS SERVICE AREAS AND DESIGNATED RECEIPT POINTS

- 4.1 There shall be one (1) Gas Service Area defined for purposes of administering Capacity assignments, Nominations, balancing, imbalance trading, and Aggregation Pools pursuant to this tariff. Each such Gas Service Area shall be defined to include the municipalities listed within each such Gas Service Area, as follows:

- (1) Area 1: Northern Utilities, Inc. - Maine Gas Service Area

The towns of Auburn, Biddeford, Cape Elizabeth, Cumberland, Eliot, Gorham, Kennebunk, Kittery, Lewiston, Lisbon, Lisbon Falls, New Gloucester, North Berwick, Old Orchard Beach, Portland, Saco, Sanford, Scarborough, South Berwick, South Portland, Wells, Westbrook, York and the contiguous territory served by the Company.

- 4.2 For each Aggregation Pool as set forth by Delivery Service T&C, Section 20.6, the Company will designate at least one specific interconnection between a Transporting Pipeline and the Company's distribution facilities, at which point, or such other point as the Company may designate from time to time, the Supplier will make deliveries for the Aggregation Pool. The interconnections that the Company may assign as the Customer's Designated Receipt Point for the Aggregation Pool are as follows:

- (1) Name Transporting Pipelines: Granite State Gas Transmission, Inc., Portland Natural Gas Transmission System (PNGTS).

Names of City Gates: Pleasant Street, Westbrook.

5. CUSTOMER REQUEST FOR SERVICE FROM COMPANY

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9.3 Nominations and Scheduling of Service

- 9.3.1 The Supplier is responsible for nominating and delivering to the Designated Receipt Point(s) every Gas Day an amount of Gas that equals the aggregated Gas Usage of Customers in the Aggregation Pool plus the Company Gas Allowance in accordance with Delivery Service T&C, Section 8 of this tariff.
- 9.3.2 Nominations shall be communicated to the Company by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means.
- 9.3.3 Nominations for the first Gas Day of a Month shall be submitted to the Company no later than two (2) hours prior to the deadline for first of the Month Nominations of the Transporting Pipeline or such lesser period as determined by the Company. The Company will make available, from time to time, a schedule of Nomination due dates. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 9.3.4 The Supplier may make daily Nominations including, but not limited to, changes to existing Nominations, within a given Month no later than two (2) hours prior to the deadline for daily Nominations of the Transporting Pipeline for the Gas Day on which the Nomination is to be effective, or such lesser period as determined by the Company. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 9.3.5 The Supplier may make intra-Gas Day Nominations, including but not limited to changes to existing Nominations, within a given Gas Day no later than two (2) hours prior to the intra-Gas Day Nomination deadline for the Transporting Pipeline on which the Nomination is to be effective, or such lesser period as determined by the Company. Intra-Gas Day Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 9.3.6 Nominations will be conditionally accepted by the Company pending confirmation by the Transporting Pipeline. The Company will attempt to confirm the nominated volume with the Transporting Pipeline. In the event of a discrepancy between the volume nominated to the Company by the Supplier and the volume nominated by the Supplier to the Transporting Pipeline, the lower volume will be deemed confirmed. The Company will allocate such discrepancy based on a predetermined

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the Company elects to do so. The Customer or Supplier shall bear the cost of providing and installing the telemetering equipment, communication device, or any other related equipment, and shall have electronic access to the Customer's Gas Usage information. Upon installation, the telemetering equipment or communication device shall become the property of the Company and will be maintained by the Company. The Company shall bill the Customer or Supplier after installation.

9.5.3 The Company shall complete installation of telemetering equipment and communication devices, if reasonably possible, within sixty (60) days of receiving a written request from the Customer or Supplier provided that the Customer completes the installation of any required telephone or electrical connections within ten (10) days of such request.

9.5.4 The Company may, at its sole discretion, bill the Customer on a calendar month or cycle month basis.

9.6 Balancing

9.6.1 The Supplier must maintain a balance between daily receipts and daily Gas Usage within the following tolerances:

Off-Peak Season: The difference between the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool shall be within 15% of said receipts. The Supplier shall be charged 0.1 times the Daily Index for all differences not within the 15% tolerance.

Peak Season: The difference between the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool shall be within 10% of said receipts. The Supplier shall be charged 0.5 times the Daily Index for all differences not within the 10% tolerance.

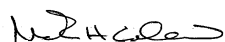
Critical Day(s): The Company will determine if the Critical Day will be aggravated by an under-delivery or an over-delivery, and so notify the Supplier when a Critical Day is declared pursuant to Delivery Service T&C, Section 16.

Critical Day That Will Be Aggravated by Under-delivery.

Supplier who under-delivers. A Supplier who under-delivers on a Critical Day that will be aggravated by under-delivery shall be charged 5 times the Daily Index for the aggregated Gas Usage of

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Customers in the Aggregation Pool that exceeds 102% of the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area.

Supplier who over-delivers. A Supplier who over-delivers on a Critical Day that will be aggravated by under-delivery shall be charged 0.1 times the Daily Index to the extent that the difference between the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool exceeds 20% of said receipts $[(\text{Receipts} - \text{Usage}) > (20\% \times \text{Receipts})]$.

Critical Day That Will Be Aggravated by Over-delivery.

Supplier who under-delivers. A Supplier who under-delivers on a Critical Day that will be aggravated by over-delivery shall be charged 0.1 times the Daily Index to the extent that the difference between the Supplier's aggregated Gas Usage of Customers in the Aggregation Pool exceeds 120% of the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area.

Supplier who over-delivers. A Supplier who over-delivers on a Critical Day that will be aggravated by over-delivery shall be charged 5 times the Daily Index to the extent that the difference between the Supplier's actual receipts on the Transporting Pipeline to each Gas Service Area and the Supplier's aggregated Gas Usage of Customers in the Aggregation Pool exceeds 2% of said receipts $[(\text{Receipts} - \text{Usage}) > (2\% \times \text{Receipts})]$.

Point Specific Balancing: In the event that the Transporting Pipeline requires its customers to balance on a point-specific basis, the Supplier must balance pursuant to this Section at each Designated Receipt Point.

9.6.2 If the Supplier has an accumulated imbalance within a Month, the Supplier may nominate to reconcile such imbalance, subject to the Company's approval, which approval shall not be unreasonably withheld.

9.6.3 In addition to the charges set forth in Delivery Service T&C, Section 9.6.1, the Company shall flow through to the Supplier any pipeline imbalance penalty charges attributable to the Supplier.

9.6.4 If, as a result of the Company interrupting or curtailing service pursuant to Delivery Service T&C, Section 18 of this tariff, the Supplier incurs a daily imbalance penalty due to over-delivery, the Company will waive such

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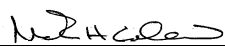
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penalty for the First Day of the interruption or curtailment period. If the Company has issued notice of an interruption or curtailment in service and the Supplier is unable to change its Nomination, or if the Supplier's Gas has been delivered to the Designated Receipt Point, then the Company will credit such Gas against the Supplier's imbalance.

- 9.6.5 The Supplier will maintain a balance between receipts at the Designated Receipt Point(s) and the aggregated Gas Usage of Customers in each Aggregation Pool. If the Transporting Pipeline posts notice on its electronic bulletin board that its customers will be required to adhere to a maximum hourly flow rate, the Supplier will be deemed to have notice that maximum hourly flows will be in effect on the Company's distribution facilities as of the same time and for the same period as maximum hourly flows are in effect on the Transporting Pipeline. The Supplier's maximum hourly flow will be established based on an allocation of even hourly flows of daily receipts of Gas scheduled in the relevant period in accordance with the applicable transportation tariff of the Transporting Pipeline. All Gas Usage in excess of the Supplier's maximum hourly flow rate shall be subject to an additional charge of 5 times the Daily Index for each Dekatherm in excess of the Supplier's maximum hourly flow. The Company will notify the Supplier of the Supplier's maximum hourly flow.
- 9.6.6 If, during any fifteen (15) consecutive Gas Days, the Supplier delivers an amount less than 70% of the sum of the aggregated Gas Usage of Customers in the Aggregation Pool in said Gas Days, the Company may declare the Supplier ineligible to nominate Gas for the following thirty (30) Gas Days. The Supplier shall have the opportunity to cure the imbalance with the demonstration of verifiable imbalance trades or otherwise within twenty-four (24) hours of notification by the Company. If the Supplier is declared ineligible to nominate Gas for such 30 Gas Days, the Supplier may be reinstated at the end of the 30 Gas Days, provided it posts security equal to the product of: (1) the maximum aggregate daily Gas Usage of Customers in the Aggregation Pool expressed in MMBtu and (2) \$300. If, within twelve (12) months of the first offense, such Supplier is declared ineligible to nominate Gas pursuant to this Section, the Supplier will be disqualified from service under this tariff for one (1) full year from the time of the second disqualification. If the Supplier defaults on its obligations under this tariff, the Company shall have the right to use such security to satisfy the Supplier's obligations. Such security may be used by the Company to secure Gas, transportation, and storage, and to cover other related costs incurred as a result of the Supplier's default. The security may also be used to satisfy any outstanding claims that the Company may have against the Supplier including

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imbalance charges, cash-out charges, pipeline penalty charges, and other charges.

9.7. Cash Out

For each Aggregation Pool, the Supplier must maintain total Monthly receipts within a reasonable tolerance of total Monthly Gas Usage. Any differences between total Monthly receipts for an Aggregation Pool and the aggregated Gas Usage of Customers in the Aggregation Pool, expressed as a percentage of total Monthly receipts, will be cashed out according to the following schedule:

| <u>Imbalance Tier</u> | <u>Over-deliveries</u> | <u>Under-deliveries</u> |
|-----------------------|---|--|
| 0% <= 5% | The average of the Daily Indices for the relevant Month | The highest average of seven consecutive Daily Indices for the relevant Month. |
| > 5% <= 10% | 0.85 times the above stated rate. | 1.15 times the above stated rate. |
| > 10% <= 15% | 0.60 times the above stated rate. | 1.4 times the above stated rate. |
| > 15% | 0.25 times the above stated rate. | 1.75 times the above stated rate. |

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% under-delivery on a Transporting Pipeline, volumes that make up the first 5% of the imbalance are priced at the highest average of the seven (7) consecutive Daily Indices. Volumes making up the remaining 2% of the imbalance are priced at 1.15 times the average of the seven (7) consecutive Daily Indices.

10. NON-DAILY METERED DELIVERY SERVICE

10.1. Applicability

Delivery Service T&C, Section 10 of this tariff applies to any Customer taking Delivery Service under Rate Schedules G-40, G-41, G-50, and G-51 that has not C elected Daily Metered Service pursuant to Section 9.1.2 and is not otherwise

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required to take Daily Metered Service pursuant to Section 9.1.3 and to Customer's Supplier.

10.2 Delivery Service Provided

This service provides firm, year-round delivery of Customer purchased Gas from the Designated Receipt Point to the Delivery Point on any Gas Day for Customers, without the requirement of recording Gas Usage at the Delivery Point on a daily basis. Daily Nominations are calculated by the Company on the basis of a Consumption Algorithm and the Supplier is obligated to deliver to the Designated Receipt Point(s) such quantities.

10.3 Nominations and Scheduling of Service

10.3.1 The Supplier is obligated to nominate and deliver the Adjusted Target Volume ("ATV"), as determined in Delivery Service T&C, Section 10.3.2, to the Designated Receipt Points on every Gas Day for each Aggregation Pool.

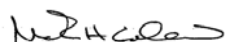
10.3.2 The Company shall determine the ATV for each Aggregation Pool of Customers taking non-daily metered Delivery Service for each Gas Day using a Consumption Algorithm. The ATV shall include the Company Gas Allowance. On each Business Day, the Company will communicate, electronically, by facsimile, or by other agreeable alternative means, the forecasted ATV to the Supplier for at least the subsequent four (4) Gas Days. The ATV in effect for any Gas Day shall be the most recent ATV for that Gas Day communicated to the Supplier by the Company. The ATV for a given Gas Day shall not be effective unless it has been communicated to the Supplier at least two (2) hours prior to the Company's Supplier Nomination deadline for that Gas Day, which shall be at least two (2) hours prior to the deadline for nominations on the Transporting Pipeline, or such lesser period as determined by the Company.

10.3.3 Nominations will be communicated to the Company electronically, by facsimile, or other agreeable alternative means.

10.3.4 Nominations for the first Day of a Month shall be submitted to the Company no later than two (2) hours prior to the deadline for first of the Month Nominations of the Transporting Pipeline or such lesser period as determined by the Company. The Company will make available, from time to time, a schedule of Nomination due dates. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.

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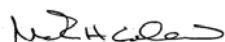
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- 10.3.5 The Supplier shall provide an intra-Month Nomination no later than two (2) hours prior to the deadline of the Transporting Pipeline for the next Gas Day, or such lesser period as determined by the Company. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 10.3.6 Nominations will be conditionally accepted by the Company pending confirmation by the Transporting Pipeline. The Company will attempt to confirm the nominated volume with the Transporting Pipeline. In the event of a discrepancy between the volume nominated to the Company by the Supplier and the volume nominated by the Supplier to the Transporting Pipeline, the lower volume will be deemed confirmed. The Company will allocate such discrepancy based on a predetermined allocation method set forth in the Supplier Service Agreement. If no predetermined allocation method has been established prior to the event of such discrepancy, the Company will allocate the discrepancy on a pro rata basis. The Company will not confirm any volume nominated by the Supplier in excess of the ATV.
- 10.3.7 In the event that the Supplier is unable to deliver a confirmed ATV Nomination, the Supplier may make intra-Gas Day Nominations relating to changes to existing Nominations within a given Gas Day no later than two (2) hours prior to the intra-Gas Day Nomination deadline for the Transporting Pipeline on which the Nomination is to be effective, or such lesser period as determined by the Company; provided, however, that the Nomination must be in conformance with the requirements of and must be permitted by the Transporting Pipeline. Intra-Gas Day Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized by the Company for its own operations. The Company shall not adjust the ATV applied for that Gas Day.
- 10.3.8 Nominations may be rejected if they do not satisfy the conditions for Delivery Service in effect from time to time.
- 10.3.9 All quantities of Gas over-delivered or under-delivered to the Company's system in violation of an Operational Flow Order ("OFO") declared by the Company pursuant to Delivery Service T&C, Section 16 will be subject to the Critical Day provisions of Delivery Service T&C, Section 10.6.1 of this tariff, and the delivered quantity specified in the OFO will replace the ATV.

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10.4 Determination of Receipts

10.4.1 The quantity of Gas deemed received by the Company for the Supplier's Aggregation Pool at the Designated Receipt Point(s) will equal the volume so scheduled by the Transporting Pipeline(s).

10.4.2 The Company Gas Allowance will be assessed against receipts pursuant to Delivery Service T&C, Section 8 of this tariff.

10.5 Metering and the Determination of Deliveries

The Company shall record the Customer's Gas Usage at the Delivery Point by making actual meter reads on a monthly or bi-monthly basis. In the event that the Customer's Gas Usage is metered on a bi-monthly basis, the Company shall make available to the Supplier estimates of the Customer's Gas Usage for each of the two billing months.

10.6 Balancing

10.6.1 Any difference between the Supplier's ATV for an Aggregation Pool and the receipts on the Transporting Pipeline to the appropriate Designated Receipt Point(s) will be cashed out by the Company according to the following:

Off-Peak Season: For receipts less than the ATV, the Supplier shall be charged 1.1 times the Daily Index for the difference. For receipts greater than the ATV, the Supplier shall be charged 0.8 times the Daily Index for the difference.

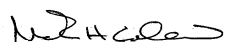
Peak Season: For receipts less than the ATV but greater than or equal to 95% of the ATV, the Supplier shall be charged 1.1 times the Daily Index for the difference. For receipts less than 95% of the ATV, the Supplier shall be charged 1.1 times the Daily Index for the first 5% difference, and the Supplier shall be charged two (2) times the Daily Index for the remaining difference. For receipts greater than the ATV, the Supplier shall be charged 0.8 times the Daily Index for the difference.

Critical Day(s): The Company will determine if the Critical Day will be aggravated by an under-delivery or an over-delivery, and so notify the Supplier when a Critical Day is declared pursuant to Delivery Service T&C, Section 16.

Critical Day That Will Be Aggravated by Under-delivery

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Supplier who under-delivers. A Supplier who under-delivers on a Critical Day that will be aggravated by under-delivery shall be charged five (5) times the Daily Index for the difference between the ATV and actual receipts.

Supplier who over-delivers. A Supplier who over-delivers on a Critical Day that will be aggravated by under-delivery shall be charged the following amounts for all receipts in excess of the ATV:

- (a) up to 25% in excess of the ATV, the Supplier shall be charged the Daily Index for the difference.
- (b) for receipts in excess of 25% above the ATV, the Supplier shall be charged 0.8 times the Daily Index for the difference.

Critical Day That Will Be Aggravated By Over-delivery.

Supplier who over-delivers. A Supplier who over-delivers on a Critical Day that will be aggravated by over-delivery shall be charged 0.4 times the Daily Index for receipts greater than the ATV.

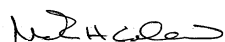
Supplier who under-delivers. A Supplier who under-delivers on a Critical Day that will be aggravated by over-delivery shall be charged the following amounts--for receipts less than the ATV but greater than or equal to 75% of the ATV, the Supplier shall be charged the Daily Index for the first 25% difference, and the Supplier shall be charged 1.1 times the Daily Index for the remaining difference.

10.6.2 In addition to the charges set forth in Delivery Service T&C, Section 10.6.1, the Company shall use a daily balancing charge calculation to account for balancing costs it incurs in serving each Aggregation Pool due to differences in forecast versus actual Effective Degree Days. The daily balancing charge shall be based on the sum of the absolute values of the daily differences between the Aggregation Pool's ATV and the recalculated ATV value described in Delivery Service T&C, Section 10.7.1 below. Such charge shall be billed to the Supplier monthly and shall reflect the cost of resources used by the Company to balance such differences for each Gas Day of the Month. The Company shall calculate such charge annually in its Peak Season cost of Gas filing according to a formula as set forth in Appendix A.

In the event that the Transporting Pipeline requires its customers to balance on a point-specific basis, the Supplier must balance pursuant to this Section at each Designated Receipt Point.

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10.6.3 In addition to the charges set forth in Delivery Service T&C, Sections 10.6.1 and 10.6.2, the Company shall flow through to the Supplier any pipeline imbalance penalty charges attributable to the Supplier.

10.7 Cash Out

10.7.1 The Company shall use a daily cash out calculation to account for imbalances due to differences in forecast versus actual Effective Degree Days. Using a Consumption Algorithm, the Company will recalculate the ATV for each Aggregation Pool for each Gas Day of the Month, substituting actual Effective Degree Days for forecast Effective Degree Days. Daily recalculations shall be compared to the Aggregation Pool's daily ATV, and the difference shall be cashed out at 100% of the Daily Index.

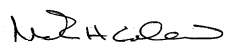
10.7.2 During the processing of both the June and December Supplier billings, the Company shall use a six-month cash-out calculation to account for differences in forecast usage versus billed usage. The Company may cash-out differences in forecast usage versus billed usage at intervals that are less than six months as provided by the Supplier Service Agreement.

- (1) During the processing of the June Supplier billings, using the recalculated ATV values described in Section 10.7.1, the Company will compare the sum of the recalculated ATV values for each Aggregation Pool for the six-month period of November 1 through April 30 to the sum of billed usage volumes used by each Aggregation Pool for that same period. The differences shall be cashed out at 100% of the average of the Daily Index weighted by actual degree days over the same period. The Peak period cash-out shall be calculated and provided to Suppliers within 60 days of rendering Supplier billings, in accordance with Section 20.8, for the month of April.
- (2) During the processing of the December Supplier billings, using the recalculated ATV values described in Section 10.7.1, the Company will compare the sum of the recalculated ATV values for each Aggregation Pool for the six-month period of May 1 through October 31 to the sum of billed usage volumes used by each Aggregation Pool for that same period. The differences shall be cashed out at 100% of the average of the Daily Index over the same period. The Off-Peak period cash-out shall be calculated and provided to Suppliers within 60 days of rendering Supplier billings, in accordance with Section 20.8, for the month of October.

10.7.3 The Company shall allow Suppliers to trade seasonal differences. Prior to

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exempt open season conducted during 2016, that elected to become exempt and who install daily metering by May 1, 2017 shall become Capacity Exempt Customers on May 1, 2017 with an assigned TCQ of zero. Any Capacity Exempt Customer who commences Sales Service pursuant to Section 13.2 or who fails to restore and maintain reliable telephone lines and electrical connections required for daily metering within fourteen (14) days after notification by the Company may become subject to assignment of Capacity and be given a TCQ established according to Section 11.3.2.

- 11.3.4. In cases where the Customer is a new Customer of record at a meter location where a former Customer of record received firm service from the Company any time during the preceding twenty-four (24) months, the TCQ established by the Company for the former Customer shall become the TCQ for the new Customer. The Company may reduce or increase said TCQ value for the new Customer, if, in its sole reasonable discretion, the Company determines that the old Customer's TCQ differs from the new Customer's estimated future consumption on the Peak Day. In the event that an interruptible Sales Service customer migrates to Delivery Service or that Sales Service is provided at a new meter location for a new Commercial and Industrial Customer and the Customer migrates to Delivery Service, the Customer shall become a Capacity Exempt Customer with an assigned TCQ of zero provided that the Customer initiates Delivery Service in accordance with these Terms and Conditions within 60 days of the initial gas flow and their estimated annual Gas Usage is at least 25,000therms. Such new Capacity Exempt Customer must install daily metering pursuant to Section 9.1.3. A new Capacity Exempt Customer must use at least 25,000 therms in any 12 month period during the first two years of service. If a new Capacity Exempt Customer does not use at least 25,000 therms in any 12 month period during the first two years of service, the Customer will become subject to assignment of Capacity and be given a TCQ established according to Section 11.3.2.
- 11.3.5. The Company shall establish a TCQ for each Customer pursuant to this Delivery Service T&C, Section 11.3.2, which shall remain in effect from November 1 through October 31 each year for the purpose of determining the Customer's pro-rata shares of Capacity until such time that the Customer returns to Sales Service. The Company shall recalculate each Customer's TCQ annually in accordance with Section 11.3.2 and issue new TCQ for the upcoming November 1 through October 31 period to those Customers who have newly calculated TCQ higher or lower than the prior TCQ by more than five percent (5%). Those Customers who have a newly calculated TCQ that differs by five percent (5%) or less from the prior TCQ shall retain their prior TCQ for the upcoming November 1

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through October 31 period. On or before August 1 of each year, the Company shall complete the Annual TCQ Review and provide each Supplier with the TCQ values that will be in effect for each of their Customers during the upcoming November 1 through October 31 period.

11.3.6 The Company shall determine the pro-rata shares of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity assignable to a Supplier on behalf of a Customer as the product of the Customer's TCQ times the applicable Capacity Allocators. The Capacity Allocators for each class of Customers billed under the Company's Rate Schedule shall be set forth annually in Appendix C to this tariff.

11.3.7 The Company shall determine the pro-rata share of Seasonal Storage Capacity assignable to a Supplier on behalf of a Customer consistent with the Delivery Service T&C, Sections 11.4.1 (a), 11.4.1 (b) and 11.8 of this tariff.

11.3.8 The Company shall determine the pro-rata shares of Peaking Supply assignable to a Supplier in accordance with Delivery Service T&C, Section 14 of this tariff.

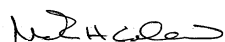
11.4 Capacity Assignments

11.4.1 On each Assignment Date, the Company will assign to the Supplier the pro-rata shares of Capacity on behalf of each Customer as determined by the Company in accordance with Delivery Service T&C, Sections 11.2, 11.3 and 11.7.

- (a) The total amount of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity assigned to the Supplier on behalf of the Customers in an Aggregation Pool shall be at least equal to the cumulative sum of the pro-rata shares of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity for all Customers enrolled in said Aggregation Pool as of five (5) Business Days prior to the Assignment Date.
- (b) Storage Withdrawal Capacity shall be subject to Operational Flow Orders that are issued by the Company pursuant to Delivery Service T&C, Section 16 of this tariff, in the event that the Company requires the Supplier to deliver or to store quantities of Gas for the purposes of managing system imbalances and maintaining Delivery Service. Whenever the Company assigns incremental Storage Withdrawal Capacity to the Supplier, the Company shall also assign to that Supplier additional Seasonal Storage Capacity pursuant to Delivery Service T&C, Section 11.8.
- (c) The Peaking Capacity assigned to the Supplier shall establish the Maximum Daily Peaking Quantity ("MDPQ") for the Aggregation Pool

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in the Supplier's Service Agreement. In the event that the Company increases a Supplier's MDPQ, the Company shall also assign to that Supplier additional Peaking Supply pursuant to Delivery Service T&C, Section 14.

11.4.2 The Company shall execute Capacity assignments in increments of 200 MMBtus. The Supplier shall accept an initial increment of Capacity on the first Assignment Date when the sum of the pro-rata shares of Capacity assigned to the Supplier pursuant to Section 11.4.1 exceeds 150 MMBtus. The Supplier shall accept additional increments of Capacity on the following Assignment Dates commensurate with any cumulative increase in the sum of pro-rata shares of Capacity assigned to the Supplier, as rounded to the nearest 200 MMBtus. Each increment of Capacity accepted by the Supplier shall comprise Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity in proportion to the cumulative increase of the pro-rata shares of assigned Capacity as established in accordance with Section 11.4.1. Section 11.4.2 shall not apply to a Customer that is acting as its own Supplier.

11.4.3 If a Customer is acting as its own Supplier, the Company shall assign Capacity to the Customer in an amount equal to the Customer's TCQ, as established pursuant to Delivery Service T&C, Section 11.3.

11.5 Release of Contracts


11.5.1 With the exception of Company-Managed Supplies that are assigned to the Supplier, Capacity contracts shall be released by the Company to the Supplier, at the maximum tariff rate or lesser rate paid by the Company and including all surcharges, through pre-arranged Capacity releases, pursuant to applicable laws and regulations and the terms of the governing tariffs.

11.5.2 Capacity contracts released to a Supplier on an Assignment Date shall be released for a term beginning on the first Gas Day of the Month following the Assignment Date through the expiration date of the respective capacity contract being assigned.

11.5.3 The Company reserves the right to adjust releases of Storage Withdrawal Capacity in the event that fifty percent (50%) or more of the total Storage Withdrawal Capacity serving a Gas Service Area has been assigned to Suppliers. Such adjustments may include, but are not limited to, the reassignment of certain Storage Withdrawal Capacity as Company-Managed Supplies in order for the Company to maintain operational control over Capacity resources associated with system balancing, and/or the retention of specific Capacity resources associated with system

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balancing and the implementation of a balancing charge to offset the associated costs.

11.6 Annual Reassignment of Capacity

11.6.1 On each Annual Reassignment Date, the Company shall adjust the Capacity assignments previously made to a Supplier to conform with the Company's resource and requirements plans and any changes in the amount of Capacity to be assigned to a Supplier pursuant to the Annual TCQ Review. Such previously assigned Capacity shall be replaced by the assignment to the Supplier of the pro-rata shares of the same or similarly situated Capacity on behalf of the Customers enrolled in the Supplier's Aggregation Pools (as of the first Gas Day of the Month following the Annual Reassignment Date). C

11.6.2 If the reassignment of Storage Withdrawal Capacity requires adjustments to the Seasonal Storage Capacity previously assigned to a Supplier, the Company shall reassign Seasonal Storage Capacity to such Supplier, and the Company and the Supplier shall address any associated increments and decrements to inventories in place pursuant to Delivery Service T&C, Section 11.8 of this tariff.

11.6.3 If the reassignment of Peaking Capacity requires adjustments to the MDPQ for the Supplier's Aggregation Pool, the Company shall reassign Peaking Supply to such Supplier, and the Company and the Supplier shall address any associated increments and decrements to supplies pursuant to Delivery Service T&C, Section 14 of this tariff.

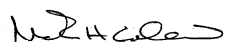
11.7 Recall of Capacity

11.7.1 If the pro-rata shares of Capacity assignable to a Supplier decline because one or more of the Supplier's Customers has returned to Sales Service, the Company shall have the right, but not the obligation, to recall from the Supplier the pro-rata shares of Capacity previously assigned to the Supplier on behalf of such Customers. The decision on whether to exercise its Capacity-recall rights shall be made by the Company in its sole reasonable discretion. If the Company elects to recall Capacity from a Supplier pursuant to this Section, such recall shall be made on the Assignment Date following the effective date of the Customer's return to Sales Service. Notwithstanding the foregoing, in the following circumstances the Company shall be required to recall Capacity associated with Customers returning to Sales Service:

- (a) The Supplier returning the Customers to Sales Service certifies that it is ceasing all business operations in Maine;

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- (b) The Supplier returning the Customers to Sales Service certifies that it will no longer offer service to a particular market sector (e.g., small commercial and industrial Customers) and, therefore, once such Customers are returned to Sales Service, the Supplier is not eligible to re-enroll Customers of that type; or
- (c) The Supplier demonstrates that it has provided Supplier Service to the Customer for a 12-month period, and for a period of no less than any 12-month increment, prior to the Customer's return to Sales Service.

11.7.2 If the Company elects to recall Storage Withdrawal Capacity from the Supplier pursuant to this Section, the Company shall reduce the Seasonal Storage Capacity associated with the affected Aggregation Pool in accordance with Delivery Service T&C, Section 11.8 of this tariff. If the Company elects to reduce the MDPQ in the Supplier Service Agreement, the Company shall reduce the Peaking Supply associated with the affected Aggregation Pool in accordance with Delivery Service T&C, Section 14 of this tariff.

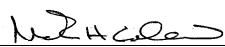
11.7.3 In the event that a Customer in a Supplier's Aggregation Pool switches to another Supplier, the Company shall recall from the former Supplier said Customer's pro-rata shares of Capacity for reassignment to the new Supplier pursuant to Delivery Service T&C, Section 11.4. There shall be no change in the Customer's TCQ used to determine the Customer's pro-rata shares of Capacity for reassignment to the new Supplier. The recall of such Capacity from the Customer's former Supplier and the assignment of Capacity to the new Supplier shall be made on the Assignment Date following the effective date of the Customer's switch in Suppliers.

11.7.4 If the Company recalls Storage Withdrawal Capacity from the Customer's former Supplier, the Company shall reduce the Seasonal Storage Capacity associated with the affected Aggregation Pool in accordance with Delivery Service T&C, Section 11.8 of this tariff. If the Company reduces the MDPQ in the Customer's former Supplier's Service Agreement, the Company shall also reduce the Peaking Supply associated with the affected Aggregation Pool in accordance with Delivery Service T&C, Section 14 of this tariff.

11.7.5 The recall of Capacity by the Company shall entail the recall of released contracts pursuant to governing tariffs and/or the reduction in assigned quantities set forth in the Supplier Service Agreement. The recall of Capacity shall be executed in decrements of 200 MMBtus, commensurate

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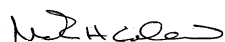
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with the cumulative reduction in the pro-rata shares of Capacity assigned to the Supplier, rounded to the nearest 200 MMBtus. Each decrement of Capacity assigned to the Supplier shall comprise Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity in proportion to the cumulative decrease in the pro-rata shares of Capacity recalled from the Supplier.

- 11.7.6 In the event that a Supplier is declared ineligible to nominate Gas for thirty (30) Gas Days pursuant to Delivery Service T&C, Sections 9.6.6 or 10.7.4 of this tariff, the Company shall have the right to recall any or all Capacity assigned to said Supplier. If the Supplier is reinstated at the end of such 30 Gas Days, the Company shall reassign Capacity to the Supplier on the next Assignment Date pursuant to Delivery Service T&C, Sections 11.4 and 11.5. There shall be no change in the TCQ values used to determine the Supplier's Customers' pro-rata shares of Capacity for reassignment.
- 11.7.7 In the event that a Supplier is disqualified from service for one (1) full year pursuant to Delivery Service T&C, Sections 9.6.6 or 10.7.4 of this tariff, the Company shall have the right to recall any or all Capacity assigned to said Supplier. If the Supplier is reinstated at the end of such period, the Company shall reassign Capacity to the Supplier on the next Assignment Date pursuant to Delivery Service T&C, Sections 11.4 and 11.5.
- 11.7.8 In the event that the Supplier fails to meet the applicable registration and licensing requirements established by law or regulation, fails to satisfy the requirements and practices as set forth in Delivery Service T&C, Section 20.3 of this tariff, fails to be and remain an approved shipper on the upstream pipelines and underground storage facilities on which the Company will assign capacity, fails to make timely payment under the assigned contracts, or fails to comply with or perform any of the obligations on its part established in this tariff or in the Supplier Service Agreement, the Company shall have the right to recall permanently any or all Capacity assigned to said Supplier. This section shall also apply to a Customer acting as its own Supplier.
- 11.7.9 The Supplier shall forfeit its rights to Capacity recalled by the Company pursuant to this Section. Such forfeiture shall be effectuated in accordance with applicable laws and regulations and the governing tariffs. In the event of Capacity forfeiture pursuant to this Section, the Supplier shall be responsible to compensate the Company for any payments due under the contracts prior to forfeiture, as well as any interest due thereon. The Company will not exercise discretion in the application of the forfeiture

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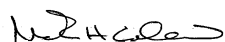
provisions of this Section. This section shall also apply to a Customer acting as its own Supplier.

11.8 Seasonal Storage Capacity

- 11.8.1 On each Assignment Date, the Company shall release Seasonal Storage Capacity to a Supplier that accepts the assignment of Storage Withdrawal Capacity pursuant to Delivery Service T&C, Section 11.4. The Company shall assign such Seasonal Storage Capacity consistent with the tariffs governing the release of the associated Storage Withdrawal Capacity.
- 11.8.2 If the Company assigns Seasonal Storage Capacity to a Supplier pursuant to Delivery Service T&C, Section 11.8.1 above, the Company shall transfer in-place Gas inventories to the Supplier. The quantity of inventories to be transferred from the Company to the Supplier shall be determined by multiplying the incremental Seasonal Storage Capacity assigned to the Supplier on the Assignment Date times the applicable storage inventory percentage described in Delivery Service T&C, Section 11.8.5. The Supplier shall be charged the Company's weighted average cost of inventories in off-system storage facilities for each Dekatherm transferred from the Company to the Supplier. The Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Company's weighted average cost of inventories, by Gas Service Area, at least two Business Days prior to each Assignment Date.
- 11.8.3 In the event that the Company recalls Storage Withdrawal Capacity from the Supplier pursuant to Delivery Service T&C, Section 11.7, the Company shall also recall Seasonal Storage Capacity from the Supplier. The Company shall determine the total Seasonal Storage Capacity to be recalled from the Supplier in accordance with the tariffs governing the Storage Withdrawal Capacity returned to the Company.
- 11.8.4 If the Company recalls Seasonal Storage Capacity from a Supplier pursuant to Delivery Service T&C, Section 11.8.3, the Supplier shall transfer in-place Gas inventories to the Company. The quantity of inventories to be transferred from the Supplier to the Company shall be determined by multiplying the decremental Seasonal Storage Capacity times the applicable storage inventory percentage described in Delivery Service T&C, Section 11.8.5. The Supplier shall be reimbursed at the Company's weighted average cost of inventories in off-system storage facilities as of the Assignment Date, for each Dekatherm transferred from the Supplier to the Company. The Company shall communicate, by

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electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Company's weighted average cost of inventories, by Gas Service Area, at least two (2) Business Days prior to each Assignment Date.


- 11.8.5 Seasonal storage inventory percentages shall represent the amount of Seasonal Storage Capacity in each assigned storage resource that are assumed to be filled with inventories as of the first Gas Day of the month following the Assignment Date. Each September, the Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the storage inventory percentages for each resource that shall be applied to incremental or decremental Seasonal Storage Capacity assignments executed on each of the twelve (12) Assignment Dates beginning in October.

11.9 Company-Managed Supplies

- 11.9.1 Prior to November 1, 2017, the Company shall provide access to and ascribe cost responsibility for the pro-rata shares of certain Capacity contracts including any Pipeline Capacity, Seasonal Storage Capacity or Storage Withdrawal Capacity, which requires either Canadian capacity contracts or the Company's Exchange Agreement with Bay State Gas. Beginning November 1, 2017, the Company shall provide access to and ascribe cost responsibility for the pro-rata shares of certain Capacity contracts including any Pipeline Capacity, Seasonal Storage Capacity or Storage Withdrawal Capacity, which cannot be delivered to the Company's system or is under contracts that do not permit capacity release. Peaking Supply is a Company-Managed resource. C
- 11.9.2 The Supplier's Service Agreement shall set forth the quantity of each Company-Managed Supply assigned to the Supplier pursuant to Delivery Service T&C, Sections 11.4 and 11.8.
- 11.9.3 The Company shall notify the Supplier of the conditions and/or restrictions on the use of Company-Managed Supplies pursuant to the tariffs and contracts governing the resources.

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Section 20.5 of this tariff. If the Customer terminates Supplier Service, if a Supplier terminates service to the Customer, if the Customer's designated Supplier becomes ineligible to serve the Customer pursuant to Delivery Service T&C, Sections 9.6.6, 10.7.4, or 20.3 of this tariff, or if the Customer is no longer receiving Supplier Service for any other reason, the Company will provide Sales Service to the Customer so long as providing Sales Service to such Customer would not jeopardize the reliability of the system, in which case the Company will initiate Sales Service for the Customer pursuant to Section 20.5 of this tariff, and will provide Sales Service to the Customer until such time that Supplier Service is initiated for the Customer by a new Supplier, consistent with the requirements of Section 13.3 and Section 13.4.

- 13.3. Any Capacity Assigned Customer returning from Delivery Service to Sales Service shall be required to remain on Sales Service through the following April 30 and shall also pay the Re-entry Rate as set out in Appendix D of these Delivery Service T&C through the following April 30. Following this period of remaining on Sales Service and paying the Re-entry Rate, the Customer may once again initiate Supplier Service. The Re-entry Rate is a Usage based (per therm) charge in addition to the Cost of Gas that applies to all Gas Usage. The Re-entry Rate will be reviewed during Cost of Gas Factor proceedings and will become effective each November 1 for the Peak Season, each May 1 for the Off-Peak Season and may be subject to additional updates as approved by the MPUC.

Prior to November 1, 2019, the Re-entry Rate reflects the difference between the estimated cost of providing supply to Capacity Assigned Customers that return to Sales Service and the effective Cost of Gas rate, shall include charges to offset any prior period over-collection, credit or refund reflected in the Cost of Gas rate, and shall not be negative. No reductions to the Re-entry Rate shall be made to offset prior period under-collections reflected in the Cost of Gas rate.

Beginning November 1, 2019, the Re-entry Rate will equal zero except for charges to offset any prior period over-collection, credit or refund reflected in the Cost of Gas rate, and shall not be negative. No reductions to the Re-entry Rate shall be made to offset prior period under-collections reflected in the Cost of Gas rate.

- 13.4. Any Capacity Exempt Customer switching from Delivery Service to Sales Service shall be required to remain on Sales Service through the following April 30 and shall also pay the Conversion Rate as set out in Appendix D of these Delivery Service T&C through the following April 30. Following this period of remaining on Sales Service and paying the Conversion Rate, the Customer may once again initiate Supplier Service, however pursuant to Section 11.3.3 the Customer will become subject to assignment of Capacity and a TCQ will be established according to Section 11.3.2. The Conversion Rate is a Usage based (per therm) charge in addition to the Cost of Gas that applies to all Gas Usage. The

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Conversion Rate will be reviewed during Cost of Gas Factor proceedings and will become effective each November 1 for the Peak Season, each May 1 for the Off-Peak Season and may be subject to additional updates as approved by the MPUC. N

The Conversion Rate reflects the difference between the estimated cost of providing supply to Capacity Exempt Customers that switch to Sales Service and the effective Cost of Gas rate, shall include charges to offset any prior period over-collection, credit or refund reflected in the Cost of Gas rate, and shall not be negative. No reductions to the Conversion Rate shall be made to offset prior period under-collections reflected in the Cost of Gas rate. During the Peak Season, the Conversion Rate for high load factor customers will always be greater than or equal to the difference between high load factor (G-50, G-51, G-52) and low load factor (G-40, G-41, G-42) Cost of Gas rates. During the Off-Peak Season, the Conversion Rate will equal the Re-entry Rate. N

14. PEAKING SERVICE

14.1 Applicability

Delivery Service T&C, Section 14 of this tariff applies to all Suppliers, and to all Customers acting as their own Supplier, that have been assigned, or have elected to be assigned, Capacity on behalf of themselves or Customers in their Aggregation Pools pursuant to Delivery Service T&C, Section 11 of this tariff.

14.2 Character of Service

14.2.1 Peaking Service shall be provided by the Company subject to an executed Supplier Service Agreement that sets forth the Maximum Daily Peaking Quantity (“MDPQ”) and the assigned Peaking Supply for each of the Supplier’s Aggregation Pools.

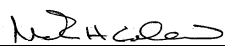
14.2.2 The Company shall provide quantities of Gas, at the Supplier’s request, from the Supplier’s Peaking Service Account as established in accordance with Delivery Service T&C, Section 14.4. Such quantities shall be deemed delivered by the Company and received by the Company at the Designated Receipt Point(s) for the Aggregation Pool. Peaking Service shall be firm and available to the Supplier each Gas Day in accordance with the balance of the Supplier’s Peaking Service Account and the parameters of the Company’s Peaking Service Rule Curve.

14.3 Rates and Charges

14.3.1 The applicable demand rates for Peaking Service shall be established in Appendix A of the Company’s tariff. The Supplier shall pay a peaking

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demand charge based on its MDPQ of assigned Peaking Capacity as billed by the Company for the Peak Season. Such unit demand charge shall be equal to the total Capacity costs and other fixed costs associated with the Company's Peaking Capacity and Peaking Supply, excluding costs collected through Delivery rates ("Peaking Service Demand Costs"), divided by the estimated Peaking Capacity needed to meet the Company's total system Peak Day requirement. On the 15th day of each month during the Peak Season, the Company will make available to Suppliers a notice that reconciles the actual costs incurred versus the estimated peaking demand charge for the previous month. At the end of each Peak Season, the peaking demand charge will be reconciled to reflect actual incurred Peaking Service Demand Costs. The Peaking Service demand charge shall be updated annually and provided in Appendix A to this tariff. Effective November 1, 2018, Peaking Service demand charge shall exclude contracts not specified by the Company pursuant to Section 11.2 of these Delivery Service Terms and Conditions.

14.3.2 The Supplier shall pay a peaking commodity charge based on Peaking Service Supply volumes nominated by the Supplier and delivered by the Company pursuant to Section 14.5. Such unit commodity charge shall be equal to the total Supply costs and other variable costs the Company pays for Peaking Supply assigned to Supplier in accordance with Section 14.3.1. An estimate of such unit commodity charges shall be provided to Suppliers by the 15th of each month in advance of the month to be charged.

14.4 Peaking Supply

14.4.1 The Customer's portion of the Peaking Supply that shall be assigned to the Supplier on behalf of the Customer shall be equal to the Peaking Supply multiplied by the ratio of the Customer's MDPQ to the aggregate MDPQ of the total system.

14.4.2 On each Assignment Date, the Company shall assign Peaking Supply to a Supplier whose MDPQ has been increased pursuant to Delivery Service T&C, Section 11.4. If the Company assigns incremental Peaking Supply to a Supplier, the Company shall credit the balance of the Supplier's Peaking Service Account for volumes available through October 31 in accordance with the Peaking Service Rule Curve. The amount credited to the Supplier's Peaking Service Account shall be determined by multiplying the incremental Peaking Supply by the peaking inventory percentage described in Delivery Service T&C, Section 14.4.5.

14.4.3 On each Assignment Date, the Company shall recall Peaking Supply from a Supplier whose MDPQ has been decreased pursuant to Delivery Service T&C, Section 11.7. The Company shall determine the Supplier's total Peaking Supply for recall to be equal to the difference between the cumulative total Peaking Supply assigned to the Supplier as of the

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previous Assignment Date and the total Peaking Supply that is assignable to the Supplier in accordance with Delivery Service T&C, Section 14.4.1 above.

14.4.4 If the Company recalls Peaking Supply from a Supplier pursuant to Delivery Service T&C, Section 14.4.3, the Company shall debit the balance of the Supplier's Peaking Service Account for volumes available through October 31 in accordance with the Peaking Service Rule Curve. The amount debited from the Supplier's Peaking Service Account shall be determined by multiplying the decremental Peaking Supply by the peaking inventory percentage described in Delivery Service T&C, Section 14.4.5.

14.4.5 The peaking inventory percentage shall represent the level of Peaking Supply assumed to be available to a Supplier in its Peaking Service Account as of the first Gas Day of the Month following the Assignment Date for incremental and decremental assignments of Peaking Supply. Each September, the Company shall communicate electronically, by facsimile or by other agreeable alternative means the Peaking Inventory Percentages that shall be applied to incremental or decremental Peaking Supply assignments executed on each of the twelve (12) Assignment Dates beginning in October.


14.4.6 On each Annual Reassignment Date, the Company shall reset the balance in the Supplier's Peaking Service Account to equal the total Peaking Supply assignable to the Supplier on behalf of Customers enrolled in its Aggregation Pool (as of the first Gas Day of the Month following the Annual Reassignment Date) as determined in accordance with Delivery Service T&C, Section 14.4.1 above.

14.5 Nomination of Peaking Service

14.5.1 The Supplier shall nominate with the Company the quantity of Peaking Supply, not in excess of the amount determined pursuant to Delivery Service T&C, Section 14.4.2, that the Supplier desires to be provided from its Peaking Service Account for the applicable Gas Day. For an Aggregation Pool of Customers taking daily metered Delivery Service, the notice given by the Supplier to the Company for an applicable Gas Day shall be made in accordance with Delivery Service T&C, Section 9.3 of this tariff. For an Aggregation Pool of Customers taking non-daily metered Delivery Service, the notice given by the Supplier to the Company for an applicable Gas Day shall be made in accordance with Delivery Service T&C, Section 10.3 of this tariff.

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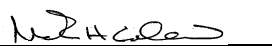
- 14.5.2 In response to a valid Nomination for Peaking Service, the Company shall provide the requested quantity of Gas, which shall be deemed to be delivered by the Company and received by the Company at the Designated Receipt Point(s) of the Supplier's Aggregation Pool, subject to the limitations herein. Nominated quantities shall be included in the determination of receipts at the Designated Receipt Point(s) for the Supplier's Aggregation Pool, which factors into the daily balancing provisions set forth in this tariff.
- 14.5.3 The Company may reject a Supplier's Nomination for Peaking Service if the nominated quantity would cause the balance of the Supplier's Peaking Service Account to fall to a level that is 10% or more below the minimum allowable account balance for the Month in which the Nomination is requested, as computed in accordance with the Peaking Service Rule Curve. Under such circumstances, the Company shall require the Supplier to nominate the pipeline and/or storage resources, within the contract entitlements assigned to the Supplier under Delivery Service T&C, Section 11, required to maintain the Supplier's Peaking Service Account above the minimum allowable account balance described above. The balance of the Supplier's Peaking Service Account may not in any event fall below zero (0).
- 14.5.4 The Company shall provide Peaking Service supplies to the Supplier only when the volumes in the Peaking Service Account for the Aggregation Pool are greater than zero (0).

14.6 Peaking Service Critical Day Provisions

- 14.6.1 In the event that the volumes in a Supplier's Peaking Service Account for an Aggregation Pool are reduced to a level below the minimum allowable account balance as computed in accordance with the Company's Peaking Service Rule Curve, the Company may issue an OFO to such Supplier pursuant to Delivery Service T&C, Section 16 of this tariff.
- 14.6.2 In the event that the total volumes of all Peaking Service Accounts within one or more of the Company's Gas Service Areas are reduced to levels below the total minimum allowable account balances as computed in accordance with the Company's Peaking Service Rule Curve, the Company may declare a Critical Day and issue a blanket OFO pursuant to Delivery Service T&C, Section 16 of this tariff.
- 14.6.3 If, on a Critical Day, the Company projects, based on the Supplier's Nominations, that the Supplier's scheduled deliveries to the Designated Receipt Point(s) of an Aggregation Pool are less than the maximum feasible volumes for deliveries on the Transporting Pipeline, the Company

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may issue an OFO to the Supplier in accordance with Delivery Service T&C, Section 16 of this tariff.

15. DISCONTINUANCE OF SERVICE

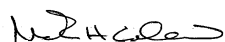
The Company shall notify a Customer's Supplier of record that it has initiated any applicable billing and termination procedures as prescribed by the MPUC. In the event that the Company discontinues Delivery Service to a Customer in accordance with the provisions set forth above, the Company shall provide electronic notification to the Customer's Supplier of record upon final billing to the Customer. The Company shall not be liable for any revenue loss to the Supplier as a result of any such disconnection.

16. OPERATIONAL FLOW ORDERS AND CRITICAL DAYS

- 16.1 In the event of a material and significant threat to the operational integrity of the Company's system, the Company may declare a Critical Day.
- 16.2 Circumstances constituting a threat to the operational integrity of the system that may cause the Company to declare a Critical Day shall include, but not be limited to: (1) a failure of the Company's distribution, storage, or production facilities; (2) near-maximum utilization of the Company's distribution, storage, production, and Supply resources; (3) inability to fulfill firm service obligations; and (4) issuance of an OFO or similar notice by upstream transporters. A Critical Day may not be declared on all or a portion of the system for the purpose of maintaining interruptible service on that portion of the system, but interruptible Gas may flow at times or on portions of the system when such flow would not violate any operational control restrictions or provisions of this tariff.
- 16.3 In the event that the Company has declared a Critical Day, the Company will have the right to issue an Operational Flow Order ("OFO") in which the Company may instruct Suppliers to take such action as conditions require, including, but not limited to, diverting Gas to or from the Company's distribution system, within the contract entitlements, if any, assigned to the Supplier under Delivery Service T&C, Section 11 hereof. An OFO may be issued on a pipeline or point-specific basis. An OFO may be issued by the Company as a blanket order to all Suppliers or to an individual Supplier whose actions are determined by the Company to jeopardize system integrity. The Company may issue an OFO to an individual Supplier if the Company faces Gas cost exposure in excess of daily cashout or imbalance penalties as set forth in Delivery Service T&C, Sections 9.6, 9.7, 10.6, and 10.7 for any under-deliveries or over-deliveries caused by that Supplier.
- 16.4 The Company will provide the Supplier with as much notice as is reasonably practicable of the issuance and removal of a Critical Day or an OFO; under most circumstances, the Company intends to provide at least twenty-two (22) hours'

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notice prior to the start of the Gas Day for the issuance of the Critical Day or OFO. Notification of the issuance and removal of a Critical Day or an OFO will be made by means as established in the Supplier Service Agreement. The Supplier will be responsible for coordinating with its Customers any change to the Customer's quantity of Gas Usage. An OFO or Critical Day will remain in effect until its removal by the Company.

- 16.5 All quantities of Gas over-delivered or under-delivered to the Company's system in violation of an OFO will be subject to the Critical Day provisions of Delivery Service T&C, Sections 9.6 and 10.6 of this tariff.

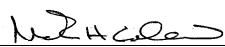
17. **FORCE MAJEURE AND LIMITATION OF LIABILITY**

17.1 Neither the Company nor the Supplier will be liable to the other for any act, omission, or circumstance occasioned by or in consequence of any event constituting force majeure, and unless it is otherwise expressly provided herein, the obligations of the Company and the Supplier then existing hereunder will be excused during the period thereof to the extent affected by such event of force majeure, provided that reasonable diligence is exercised to overcome such event. As used herein, force majeure will mean the inability of the Company or the Supplier to fulfill its contractual or regulatory obligations: as a result of compliance by either party with an order, regulation, law, code, or operating standard imposed by a governmental authority; by reason of any act of God or public enemy; by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, or breakage or accident to machinery or pipeline (which breakage or accident is not the result of the negligence or misconduct of the party claiming force majeure); by reason of any declaration of force majeure by upstream Transporting Pipelines; or by reason of any other cause, whether the kind enumerated herein or otherwise, not within the control of the party claiming force majeure and which by the exercise of reasonable diligence such party is unable to prevent or overcome. Notwithstanding the foregoing, the Customer's and the Supplier's obligation to make any payments required under this tariff will in no case be excused by an event of force majeure. Nor will a failure to settle or prevent any labor dispute or other controversy with employees or with anyone purporting or seeking to represent employees be considered to be a matter within the control of the party claiming excuse. The party claiming force majeure will, on request, provide the other party with a written explanation thereof and of the remedy being undertaken.

17.2 The Company shall be liable only for direct damages resulting from the Company's conduct of business when the Company, its employees, or agents have acted in a negligent or intentionally wrongful manner. In no event shall the Company be liable to any party for any indirect, consequential, or special damages, whether arising in tort, contract, or otherwise, by reason of any services performed, or undertaken to be performed, or actions taken by the Company, or its agents or employees, under

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this tariff or in accordance with or required by law, including, without limitation, termination of the Customer's service.

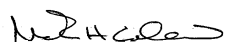
- 17.3 The Company and the Supplier shall indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of each of them (collectively, "affiliates") harmless from and against any and all damages, costs (including attorney's fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of either party in connection with the performance of the indemnifying party's obligations under this tariff. The Company and the Supplier shall waive recourse against the other party and its affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under this tariff.

18. CURTAILMENT

- 18.1 Whenever the integrity of the Company's system or the Supply of the Company's Customers taking Sales Service or Delivery Service is believed to be threatened by conditions on its system or upon the systems with which it is directly or indirectly interconnected, the Company may, in its sole reasonable judgment, curtail or interrupt Gas service or reduce pressure, consistent with Section 10 of the General Terms and Conditions of this tariff. Such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect. The Company will use efforts reasonable under the circumstances to overcome the cause of such curtailment, interruption, or reduction and to resume full performance.
- 18.2 The Company shall communicate notice of curtailment as soon as practicable to the Suppliers of affected Customers by means as specified in the Supplier Service Agreement.
- 18.3 The Company shall take reasonable care in providing regular and uninterrupted service to its firm Customers, but whenever the Company deems that the situation warrants any interruption or limitation in the service to be rendered, such interruption or limitation shall not constitute a breach of the contract and shall not render the Company liable for any damages suffered thereby by any person, or excuse the Customer from further fulfillment of the contract.
- 18.4 If the Company is required to curtail or interrupt service due to capacity constraints, the Company's interruptible service shall have a priority subordinate to the Company's firm Delivery Service and Sales Service Customers.
- 18.5 In any case where the Company determines in its judgment that a curtailment or interruption of firm services is necessary due to circumstances as described in

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- (i) Arrange for or provide Sales Service to the Customer at the request of the Customer in accordance with the Company's tariff; and
- (j) Provide information regarding, at a minimum, rate tariffs, billing cycles, Capacity assignment methods, and Consumption Algorithms.

20.2.3 Supplier

The Supplier shall act on behalf of the Customer to acquire Supplies and to deliver them to the Designated Receipt Point pursuant to the service selected by the Customer and the requirements of this tariff.

The Supplier is responsible for enrolling Customers pursuant to Delivery Service T&C, Section 20.5 of this tariff.

The Supplier must request, complete and sign a Supplier Service Agreement, attached hereto as Appendix B, to act as a Supplier on the Company's system, satisfy the Supplier requirements and practices as set forth in Delivery Service T&C, Section 20.3 of this tariff, be and remain an approved shipper on the upstream pipelines and underground storage facilities on which the Company will assign Capacity, if any, under Delivery Service T&C, Section 11, and be and remain eligible to provide service to Customers in Maine.

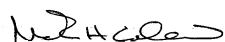
The Supplier is responsible for completing all transactions with the Company and for all applicable charges associated with Customer enrollment and changes in the Customer's service as set forth in Delivery Service T&C, Section 20.5 and Appendix A.

20.3 Supplier Requirements and Practices

- 20.3.1 The Company shall have the right to establish reasonable financial and non-discriminatory credit standards for qualifying Suppliers. Accordingly, in order to serve Customers on the Company's system, the Supplier shall provide the Company, on a confidential basis, with audited balance sheet and other financial statements, such as annual reports to shareholders and 10-K reports, for the previous three (3) years, as well as two (2) trade and two (2) banking references. To the extent that such annual reports to shareholders are not publicly available, the Supplier shall provide the Company with a comparable list of all corporate affiliates, parent companies, and subsidiaries. The Supplier shall also provide its most recent reports from credit reporting and bond rating agencies. The

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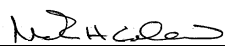
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currently served by the Supplier at the highest Monthly Index in the preceding twenty-four (24) Months. This amount may be updated continuously, and at minimum, whenever the aggregated Gas Usage of all Customers served by the Supplier changes by more than 25%. The Supplier agrees that the Company has the right to access and apply the deposit, letter of credit, or bond to any payment of any outstanding claims that the Company may have against the Supplier, including imbalance charges, cash-out charges, pipeline penalty charges, and other amounts owed to the Company, or to secure additional Gas supplies, including payment of the costs of the Gas supplies themselves, the cost of transportation storage, and other related costs incurred in bringing those Gas supplies into the Company's system. The Supplier shall continue its obligation to maintain its financial security instrument until it has satisfied all of its outstanding claims with the Company. The Supplier's financial security as established above must be in place no later than five (5) Business Days prior to the first day of each calendar month in order for the Supplier to maintain its eligibility to provide service to Customers.

- 20.3.4 The Supplier shall warrant that it has or will have entered into the necessary arrangements for the purchase of Supplies which it desires the Company to transport to its Customers, and that it has or will have entered into the necessary upstream transportation arrangements for the delivery of these Gas supplies to the Designated Receipt Point.
- 20.3.5 The Supplier shall warrant to the Company that it has good title to or lawful possession of all Gas delivered to the Company at the Designated Receipt Point on behalf of the Supplier or the Supplier's Customers. The Supplier shall indemnify the Company and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses, taxes, and expenses arising from or out of any adverse legal claims of third parties to or against said Gas.
- 20.3.6 The Supplier shall be responsible for making all necessary arrangements and securing all required regulatory or governmental approvals, certificates, or permits to enable Gas to be delivered to the Company's system.
- 20.3.7 By agreeing to provide service under this tariff, the Supplier acknowledges that adherence to any applicable law regarding unfair trade practices, truth in advertising law, or law of similar import is required. Any Supplier found by a court of competent jurisdiction to have willfully or repeatedly violated the Federal Trade Commission Telemarketing Sales Rules, 16 C.F.R. Part 310; or the regulations promulgated pursuant to the

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commencement or termination of service by the Supplier pursuant to Delivery Service T&C, Section 20.5 of this tariff:

- (a) The Customer's name and current Authorization Number;
- (b) The name of the Supplier;
- (c) The Customer's billing option (for commencement of service);
- (d) The type of change in Supplier Service (e.g., commencement of service, termination of service, or cancellation of service due to the rescission of an agreement with the Supplier by the Customer); and
- (e) Any additional information reasonably required by the Company.

The Company shall determine whether each Customer's enrollment request as provided by a Supplier is complete and accurate, and matches the Customer's account record. In the event that the enrollment request is incomplete, inaccurate, or does not match the Customer's account record, then the Company will notify the Supplier so that the Supplier can resolve any discrepancies.

20.5.3 A change in Supplier Service will normally be made on a monthly metering and billing cycle basis, with changes taking effect on the date of the Customer's next scheduled meter read. Enrollment forms must be transmitted no less than ten (10) Business Days prior to the Customer's next scheduled meter read. If more than one Supplier submits a Supplier Service transaction for a given Customer during the monthly billing cycle, the first completed transaction that is received during the cycle shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted after the Customer's next scheduled meter read.

20.5.4 If the Supplier submits information to the Company to terminate Supplier Service to a Customer less than ten (10) Gas Days before the next scheduled meter read, Supplier Service shall be terminated on the date of the Customer's subsequent scheduled meter read. The Company shall confirm the termination date for Supplier Service.

20.5.5 In those instances when a Customer who is receiving Supplier Service from an existing Supplier initiates such service with a new Supplier, the Company shall send the date for the Customer's change in Supplier Service to the existing Supplier.

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- 20.5.6. To terminate Supplier Service with a Supplier and to initiate Sales Service, a Customer shall so inform the Company and the Supplier. Supplier Service shall be terminated on the date of the Customer's next scheduled meter read provided that the Company receives notice of such termination no less than ten (10) days in advance of the next scheduled meter read. Where such notice is received by the Company in less than ten (10) days in advance of the next scheduled read, the termination shall be effective as of the date of the following scheduled read. The Company shall send the Customer's termination date for Supplier Service to the Supplier.
- 20.5.7. A Customer who moves within the Company's service territory shall have the opportunity to notify its existing Supplier that it seeks to continue Supplier Service with said Supplier. Upon such notification, the Supplier may enroll the Customer pursuant to the provisions set forth in this Section in order to initiate Supplier Service for the Customer at the new location. The Company shall make the necessary adjustments to the Supplier's affected Aggregation Pools, including but not limited to, changes to Designated Receipt Points, and quantities of Capacity for assignment, if any, pursuant to this tariff and the Supplier's Service Agreement with the Company. In the event that the existing Supplier does not enroll the Customer for Supplier Service at the new location, the Company shall arrange for or provide Sales Service to the Customer.
- 20.5.8. In those instances when a new Customer moves to the Company's service territory, the Customer's Supplier must enroll the Customer pursuant to the provisions set forth in this Section in order to initiate Supplier Service for the Customer. Otherwise, the Customer shall receive Sales Service in accordance with Delivery Service T&C, Section 13.
- 20.5.9. The Company may charge fees to the Supplier for processing the transactions described in this Section, as approved by the MPUC. These fees are included in Appendix A.

20.6. Aggregation Pools

- 20.6.1. The aggregation of Customer accounts into an Aggregation Pool is limited by the Delivery Service of the respective Customers. Non-daily metered Customers subscribing to Delivery Service under Rate Schedules G-40, G-41, G-50, G-51 pursuant to Delivery Service T&C, Section 10.1 must be aggregated in a separate pool from Customers subscribing to daily metered service under Rate Schedules G-42 and G-52 or otherwise pursuant to Delivery Service T&C, Section 9.1.
- 20.6.2. Non-daily metered Customers taking Delivery Service pursuant to Delivery Service T&C, Section 10 of this tariff shall be combined by a

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Supplier into a single Aggregation Pool within each of the Company's designated Gas Service Areas.

20.6.3 Daily metered Customers taking Delivery Service pursuant to Delivery Service T&C, Section 9 of this tariff shall be combined by a Supplier into a single Aggregation Pool within each of the Company's designated Gas Service Areas.

20.6.4 A separate Supplier account will be established for each Supplier Aggregation Pool.

20.6.5 The election of any service from the Company by the Supplier shall apply to the entire Aggregation Pool and not just an individual customer in the Aggregation Pool.

20.7 Imbalance Trading

20.7.1 Prior to the imposition of imbalance charges, the Supplier may engage in trading daily and monthly imbalances for the previous Month, provided that daily imbalance trades are communicated to the Company within three (3) Business Days upon the Company's provision of information on Supplier imbalances for said Month.

20.7.2 The Company will make available a list of Suppliers by Gas Service Area making deliveries during the previous Month.

20.7.3 Aggregation Pools affected by the transaction must be located within the same Gas Service Area as defined in Delivery Service T&C, Section 4, unless waived by the Company.

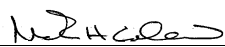
20.7.4 Daily imbalance trades must be point-specific on those Gas Days when the Transporting Pipeline required the Company to balance on a point-specific basis.

20.8.0 Billing and Payment

20.8.1 By the tenth (10th) Business Day of the calendar month, the Company shall render to the Supplier a statement of the quantities delivered and amounts owed by the Supplier for the prior Month. The Company will provide Suppliers with their Customers' consumption data based on estimated or actual meter readings at the appropriate cycle read dates for each Customer in the Aggregation Pool pursuant to Delivery Service T&C, Section 12 of this tariff. This data will be provided on a rolling basis as readings or estimates are made.

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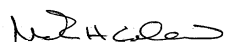
- 20.8.2 Calculation of the charges applicable to the Aggregation Pool will be based on aggregated Gas Usage and other such indicators of all Customers in the Aggregation Pool. Billing for charges applicable to an Aggregation Pool, including but not limited to imbalance charges, credits or penalties, shall be billed to the Supplier on a calendar month basis.
- 20.8.3 The Supplier shall have ten (10) Business Days from the date of such statement to render payment to the Company. The Supplier shall render payment by means of electronic funds transfer to the Company. The late payment rate will apply to all amounts outstanding after ten (10) days.
- 20.8.4 If the correctness of the Company's bill to the Supplier is questioned or disputed by the Supplier, an explanation should be promptly requested from the Company. If the bill is determined to be incorrect, the Company shall issue a corrected bill. In the event that the Supplier and the Company fail to agree on the amount of the bill, the Supplier may file a complaint with the Commission to resolve such complaint.

21. **CUSTOMER DESIGNATED REPRESENTATIVE**

- 21.1 The Customer may appoint a Designated Representative to satisfy or undertake the Customer's duties and obligations; including, but not limited to submitting and/or receiving notices, making nominations, arranging for trades of imbalances, and performing operational and administrative tasks; provided, however, that under no circumstances will the appointment of a Designated Representative relieve the Customer of the responsibility to make full and timely payment to the Company for all Delivery Service provided under this tariff.
- 21.2 A request by a Designated Representative to the Company that contains the Customer's Authorization Number will be deemed to be confirmation that the Customer has designated such person or entity as a Designated Representative. A Customer may appoint only one (1) Designated Representative per account.
- 21.3 Under any agency established hereunder, the Company shall rely upon information concerning the applicable Customer's Delivery Service that is provided by the Designated Representative. All such information shall be deemed to have been provided by the Customer. Similarly, any notice or other information provided by the Company to the Designated Representative concerning the provision of Delivery Service to such Customer shall be deemed to have been provided to the Customer. The Customer shall rely upon any

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information concerning Delivery Service that is provided to the Designated Representative as if that information had been provided directly to the Customer.

- 21.4. The Customer shall agree to indemnify the Company and hold it harmless from any liability (including reasonable legal fees and expenses) that the Company incurs as a result of the Designated Representative's negligence or willful misconduct in its performance of agency functions on the Customer's behalf.


22. APPENDICES

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DOCKET NO 2017-00065

EFFECTIVE 3/1/18

Issued: March 1, 2018
Effective: March 1, 2018

Issued by: 
Title: Senior Vice President

DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX A

Schedule of Administrative Fees and Charges

I. Supplier Balancing Charge: \$0.82 per MMBtu of Daily Imbalance Volumes

- Updated effective every November 1 to reflect the Company’s latest balancing resources and associated capacity costs.
- Daily Imbalance Volumes represent the difference between ATV and ATV adjusted for actual EDDs.


II. Peaking Service Demand Rate: \$31.68 per MMBtu

III. Customer Telemetry Fees:

| <u>SERVICE</u> | <u>PRICING</u> |
|---|---|
| <ul style="list-style-type: none">• One-time Installation Charge:<ul style="list-style-type: none">• Telemetry – instrumented meter• Telemetry-non-instrumented meter | <ul style="list-style-type: none">• \$ 800/unit• \$ 2,650/unit |
| <ul style="list-style-type: none">• Monthly Maintenance Fee | <ul style="list-style-type: none">• \$ 18.50/month |
| <ul style="list-style-type: none">• Monthly Surcharge Fee in lieu of One-time Installation Charge for non-instrumented meter (Optional) | <ul style="list-style-type: none">• \$ 55.00/month |
| <ul style="list-style-type: none">• Meter Read Charge when customer phone line is not report daily data | \$130 per meter read |

IV. Meter Read Charge via Cellular Service: \$8.25 per month

Issued: August 15, 2024
Effective: November 1, 2024

Issued By: 
Title: Vice President and Treasurer

DOCKET NO 2024-00212
EFFECTIVE DATE: 11/1/2024

DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX B

SUPPLIER SERVICE AGREEMENT

This Agreement is made as of the ___ day of _____, 20___, by and between Northern Utilities, Inc., a New Hampshire corporation with a principal place of business at 6 Liberty Lane West, Hampton, New Hampshire 03842 ("Company") and _____, a _____, with a principal place of business at _____, ("Supplier") (Referred to herein collectively as the "Parties.").

I. BASIC UNDERSTANDINGS

Company operates a local gas distribution company and provides transportation of third party gas on its distribution system. Company's General and Delivery Service Terms and Conditions and related rate schedules on file with, and approved from time to time, by the Maine Public Utilities Commission (collectively, "Terms and Conditions") permit transportation customers to assign their rights of nominating and scheduling delivery of gas for transportation on Company's system to a third party natural gas supplier.

Supplier seeks to nominate and schedule delivery of gas for transportation on Company's system on behalf of one or more customers ("Aggregation Pool") being served on Company's distribution system.

Company's Terms and Conditions require Supplier to enter into a Supplier Service Agreement ("Agreement") with Company prior to the initiation of Supplier Service, as defined therein, for the provision of such services.

Supplier represents that it has met and shall continue to meet all applicable Company, regulatory, state, and federal requirements regarding natural gas aggregation and transportation including, but not limited to, credit worthiness under the terms of this Agreement and under Company's Terms and Conditions.

NOW THEREFORE, in consideration of mutual promises contained herein, the Parties agree as follows:

II. SCOPE

Company and Supplier, pursuant to this Agreement and subsequent amendments hereto and Company's Terms and Conditions, agree to exchange and act on information relative to the nominating and the scheduling of gas for transportation on behalf of the members of the Aggregation Pool. Supplier recognizes that its transportation rights under this Agreement are solely those that have been assigned to it by the members of its Aggregation Pool pursuant to Company's Terms and Conditions.

Issued: December 5, 2013
Effective: January 1, 2014

Issued by: W. H. Cole
Title: Treasurer

DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX B **SUPPLIER SERVICE AGREEMENT** **(continued)**

Supplier further recognizes and agrees that Company shall have no obligation to honor any nomination or scheduling request from Supplier that, in Company's reasonable judgment, exceeds the scope of Supplier's assigned rights or where such nominations or requests could be reasonably refused, directly or indirectly, based on the terms of this Agreement or Company's Terms and Conditions.

III. TERMS AND CONDITIONS

Company's Terms and Conditions, and any and all definitions contained therein, are incorporated herein and made a part hereof to the extent they are applicable hereto and not inconsistent with the provisions of this Agreement. In the event of a conflict, the terms of the Company's Tariff shall control.

IV. CONDITIONS PRECEDENT

The following requirements shall be conditions precedent to Company's obligations hereunder:

- Supplier shall provide Company with all information requested in Exhibit A attached hereto and incorporated herein.
- Company has confirmed Supplier's credit worthiness, and any reasonable deposit requested by Company from Supplier has been received by Company.
- Supplier shall register and obtain the necessary certification, authorization and/or licenses from the Maine Public Utilities Commission ("MPUC"). Supplier shall, as may be required from time to time, periodically provide evidence of such to Company.
- Supplier shall provide Company with evidence satisfactory to Company that Supplier is an approved shipper on the upstream pipelines and has access rights to underground storage facilities on which Company may assign capacity to Supplier.
- Supplier and Company have executed this Agreement.

V. SUPPLIER CERTIFICATION

Supplier swears and avers as follows:

- Supplier is not operating under any chapter of bankruptcy laws and is not subject to liquidation or debt reduction procedures under applicable state laws, such as an assignment for the benefit of creditors, or any information creditors' committee agreement.
- Supplier is not aware of any change in business conditions, which would cause a substantial deterioration in its financial conditions, a condition of insolvency, the inability to exist as an ongoing business entity, or the inability to adequately serve its Aggregation Pool.
- Supplier has no delinquent balances outstanding for services previously provided by Company or its affiliates, and that Supplier has paid its accounts according to the established terms and not made deductions or withheld

DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX B **SUPPLIER SERVICE AGREEMENT** **(continued)**

amended by the parties in writing from time to time. Company shall have the right to deduct and apply any amounts owed by Supplier to Company for such fees and services, and outstanding for more than thirty (30) days, from any amounts collected in the normal course of business by Company on Supplier's behalf, from any credit balance that may have accrued on Supplier's account(s) with Company, or from any deposit Supplier may have made with Company to secure its performance and payment for debts incurred while doing business with Company or on Company's distribution system. Amounts subject to a good faith dispute will not be subject to deduction.

IX. BILLING SERVICES

Pursuant to Company's Terms and Conditions, Supplier may elect to take Standard Complete Billing Service from the Company. In such an event, the Customer shall receive a combined bill from the Company for both Gas supply and related Delivery Service and any other Company provided services. Such combined bill shall be calculated and produced by Company. Election of this service will be made by Supplier in Exhibit B of this Agreement.

Company shall calculate, print, insert and mail combined invoices to the Customer in accordance with Company's normal practices for cycle billing, off-cycle billing and budget billing, as well as the applicable provisions of the Company's Terms and Conditions. Company will consider reasonable requests from Supplier to incorporate Customer pricing options, where such requests are provided in writing. Supplier will be responsible for any additional processing, printing and/or programming expenses incurred by Company that result from the implementation of such a request. Company will provide Supplier with electronic files that report relevant account activity.

Company shall respond to Customer's initial telephone inquiries related to billing and payments and contact Customers and Suppliers as required to address billing or payment problems on a commercially reasonable efforts basis. Company will process transactions to address billing problems and generate correspondence as required to communicate billing information. Notwithstanding any provision of this Agreement to the contrary, Company is not offering Supplier and shall not be required to provide or be responsible for any type of collection activities including, but not limited to, activities normally undertaken by a collection agency, debt collector or credit bureau as those terms are defined under applicable federal and state law. Acting on behalf of Supplier, Company shall acquire the right to invoice members of the Aggregation Pool as soon as such members owe Supplier for services rendered. Supplier shall not transfer to Company for the billing of any overdue/aged accounts and Company has no obligation to accept such accounts, or present aged/overdue balances to Customers. Ultimately, collection of Supplier charges and resolution of dispute of such charges remains the sole responsibility of Supplier.

Company shall provide payment processing and lock boxes for mailed payments.

Issued: December 5, 2013
Effective: January 1, 2014

Issued by: W. H. Coe
Title: Treasurer

DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX B
SUPPLIER SERVICE AGREEMENT
(continued)

Company's Terms and Conditions. A deposit shall be payable in cash or certified check. All deposits shall accrue interest in accordance with Company's Terms and Conditions (hereinafter called "Interest Payment"). Such deposit shall be returned to Customer within thirty (30) days of the expiration or termination of this Agreement, provided that Supplier is not in default under this Agreement. Any such deposit may be required and held by Company for the entire term of this Agreement, regardless of Supplier's payment history. Company may deduct or set-off and apply all or any portion of the deposit when any amount payable by Supplier under this Agreement has not been paid when due. Such deduction or set-off may be made without notice or demand of any kind and Company may in its sole discretion apply such deposit against any amount then due and payable. In the event Company applies all or any portion of such deposit, Supplier shall deposit such sums as are necessary to replenish the security deposit to its maximum amount, within ten (10) days of notice of such application.

To secure the prompt payment and performance when due of any and all current or future obligations, indebtedness and liabilities, whether financial or otherwise, contingent or noncontingent, matured or unmatured, or liquidated or unliquidated, which Supplier owes to Company or any of its affiliates (collectively "Obligations"), Supplier grants to Company a continuing security interest in any interest of Supplier in any and all gas which Supplier now or in the future may own, control or have any right or interest in and which now is or in the future may be in the possession of Company in its gas distribution system or otherwise, together with any and all products and proceeds of the foregoing (collectively "Collateral"). Supplier covenants that it will execute and deliver any documents requested by Company in order to evidence or perfect Company's security interest in Collateral and otherwise cooperate with respect to any proceeding that may affect rights of Company hereunder.

Supplier acknowledges and agrees that Company hereby exercises any right which it may have under any applicable tariff or state or federal statute to impose a lien on any and all Collateral in Company's system to secure repayment of Obligations related to such Collateral or related to gas theretofore shipped by Supplier on Company's system and delivered on behalf of Supplier. Supplier acknowledges and agrees that all of its shipments of gas on Company's system pursuant to this Agreement, and all Obligations, security deposits and other adequate assurance provided to Company by Supplier related to such shipments are part of a single, continuing transaction with Company. Subject to any law governing the liens asserted by Company hereunder, Company may dispose of Collateral by public or private sale to retail or wholesale purchasers and may itself acquire same through any such sale. Company agrees to provide Supplier reasonable notice of such sale but in no event shall it be required to give more than ten (10) days' notice.

Issued: December 5, 2013
Effective: January 1, 2014

Issued by: W. H. Coe
Title: Treasurer

DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX B
SUPPLIER SERVICE AGREEMENT
(continued)

XV. CONTROLLING LAW

The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Maine, without regard to the doctrines governing choice of law. All disputes arising hereunder shall be brought and heard either before the MEPUC or in the state courts of the State of Maine. The Company's compliance with the order or finding of any governmental agency or court properly exercising jurisdiction over this Agreement or the services rendered hereunder shall not constitute a breach of this Agreement.

XVI. OTHER IMPORTANT PROVISIONS

No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any other present or future default or defaults, whether of a like or of a different character. No delay by either party in enforcing any of its rights hereunder shall be deemed a waiver of such rights.

Company shall render service and shall perform hereunder through utilization of existing facilities, licenses and authorizations. Nothing in this Agreement shall be construed as requiring Company to acquire or obtain additional facilities, licenses or authorizations. Any activity hereunder which requires any additional licenses, facilities or authorizations may be discontinued by Company and such discontinuance shall not constitute a breach of this Agreement.

Unless otherwise provided herein, no modification of, or supplement to, the terms and provisions stated in this Agreement shall be or become effective without the written consent of both Parties.

Supplier waives any and all rights to contest any motion by Company for relief from the automatic stay provided for under federal bankruptcy law or under any similar provision of any state law.

Supplier shall not obtain any right or interest in any hardware or software or information used by Company to provide any service to Supplier hereunder.

For the purpose of carrying out the provisions and exercising the rights, powers and privileges granted by Company's Terms and Conditions and/or this Agreement, to the fullest extent authorized by law, effective upon the breach of this Agreement by Supplier, Supplier hereby irrevocably constitutes and appoints Company its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any instruments or financing statement and do and perform any acts that are referred to herein in the name and behalf of Supplier. The power vested in said attorney-in-fact is, and shall be deemed to be, coupled with an interest and cannot be revoked.

Issued: December 5, 2013
Effective: January 1, 2014

Issued by: W. H. Cole
Title: Treasurer

DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX B
SUPPLIER SERVICE AGREEMENT
(continued)

This Agreement, all Exhibits and attachments hereto and all documents referenced herein, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any prior agreement or understanding related thereto.

In the event any provision of this Agreement is deemed invalid or unenforceable in a forum of competent jurisdiction, such provision shall be deemed modified so as to be no longer invalid or unenforceable and the remainder of the Agreement shall be otherwise fully enforceable. Headings contained in this Agreement are for convenience only and shall not be construed to define or limit any terms herein, or otherwise affect the meaning or interpretation of this Agreement. This Agreement shall not be interpreted either more or less favorably towards any Party by virtue of the fact that such Party or its counsel was responsible or principally responsible for the drafting of all or a portion hereof.

The language contained in Section I, Basic Understandings, is incorporated herein and shall have the same legal significance as any other language in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day first herein above written.

NORTHERN UTILITIES, INC.

By: _____

Title: _____

Date: _____

SUPPLIER: _____

By: _____

Title: _____

Date: _____

Issued: December 5, 2013
Effective: January 1, 2014

Issued by: NEUCO
Title: Treasurer

DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX B
SUPPLIER SERVICE AGREEMENT
(continued)

STATE OF _____
COUNTY OF _____, SS. _____, 20__

Personally appeared the above-named _____(title), of _____(Company), as aforesaid, who swore that he/she has the authority to execute the foregoing instrument and that such execution was his/her free act and deed in his/her said capacity and the free act and deed of said entity.

Before me: _____

Notary Public: _____

Date: _____

My Commission Expires: _____

STATE OF _____
COUNTY OF _____, SS. _____, 20__

Personally appeared the above-named _____(title), of _____(Supplier), as aforesaid, who swore that he/she has the authority to execute the foregoing instrument and that such execution was his/her free act and deed in his/her said capacity and the free act and deed of said entity.

Before me: _____

Notary Public: _____

Date: _____

My Commission Expires: _____

DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX B
SUPPLIER SERVICE AGREEMENT
(continued)

EXHIBIT A

CONDITIONS PRECEDENT

- Completed Supplier Application

NOMINATIONS

- All nominations should be emailed to each of the following individuals:
 - _____
 - _____
 - _____
- In the event that email is unavailable, nominations should be submitted to Company via facsimile, using the following phone numbers:
 - _____
 - _____

ADDITIONAL SERVICES AND ASSOCIATED FEES

- _____
- _____

BILLING AND PAYMENT

- Supplier payments should be sent to Company at:
 - Northern Utilities, Inc.

- Company invoices should be sent to Supplier at:
 - Supplier's Mailing Address for Invoices:

DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX B
SUPPLIER SERVICE AGREEMENT
(continued)

EXHIBIT B

Company's Terms and Conditions defines *PreDetermined Allocation Method* as:
Instructions from the Supplier to the Company for the allocation of discrepancies in confirmed nominations among the Supplier's Aggregation Pools and/or Customers as set forth in the Supplier's Service Agreement.

Supplier instructs Company to allocate any such discrepancies as follows:

If Supplier does not establish a Predetermined Allocation Method herein, Company will allocate any such discrepancy on a pro rata basis.

For example:

- Supplier has both a daily-metered and non-daily metered Aggregation Pool in Company's Northern Utilities Maine Gas Service Area.
- On a given day, Supplier nominates 1000 DT for its daily-metered pool and 500 DT for its non-daily metered pool.
- A pipeline cut of 300 DT is confirmed.
- Since of the total amount nominated by Supplier for the day (1,500 DT), 67% of it was intended for its daily-metered pool (1,000 DT of the 1,500 DT total), 67% of the cut would be allocated to the daily metered pool (200 DT) and 33% of the cut (100 DT) would be allocated to the non-daily metered pool since 33% of the total amount nominated for the day (500 DT of the 1,500 DT total).
- Accordingly, 800 DT would be allocated as confirmed for the daily-metered pool and 400 DT would be allocated as confirmed for the non-daily metered pool.

Capacity Mitigation Service

Capacity Mitigation Service is available to Suppliers that have been assigned capacity pursuant to the Terms and Conditions.

The Supplier designates the following contracts that would otherwise be released to the Supplier pursuant to the Terms and Conditions, as contracts to be managed by the Company for cost mitigation in accordance with the Company's Capacity Mitigation Service. Such designation will be effective for the period November 1 through October 31. Notification of renewal of this service must be provided by October 25th of each calendar year. The Supplier shall receive a credit on its bill for Capacity Mitigation

Issued: December 5, 2013
Effective: January 1, 2014

Issued by: W. H. Coe
Title: Treasurer

DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX B
SUPPLIER SERVICE AGREEMENT
(continued)

Service equal to the pro-rata share of the proceeds earned from the marketing of such capacity contracts, less 15 percent, which will be retained by the Company in exchange for such contract management. Such credit shall be determined on a contract-specific basis at the end of each Month, and will be included in the bill sent to the Supplier in the following Month.

Contracts eligible for Capacity Mitigation service:

Election of Billing Option:

Supplier elects one of the following billing options for all customers:

- Standard Complete Billing Service
- Standard Passthrough Billing Service

Suppliers not electing the Standard Complete Billing Service will receive the Standard Passthrough Billing Service as defined in the Terms and Conditions.

Supplier telephone number for billing related questions:

Supplier telephone number for sales and supplier switching inquiries:

Issued: December 5, 2013
Effective: January 1, 2014

Issued by: *W. J. ...*
Title: Treasurer

DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX C

Capacity Allocators

Capacity Allocators shall be calculated and filed with the Commission each year with the Winter Cost of Gas filing. The following Capacity Allocators shall be applicable for capacity privilege assignments during the period of November 1, 2024 through October 31, 2025.

Commercial and Industrial

| | <u>High Winter Use</u> | <u>Low Winter Use</u> |
|------------------|-------------------------------|------------------------------|
| Pipeline: | 25.17% | 63.25% |
| Storage: | 46.83% | 23.00% |
| Peaking: | 28.00% | 13.75% |

Issued: August 15, 2024
Effective: November 1, 2024

Issued by: 
Title: Vice President and Treasurer

DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX D

Re-entry Rate and Conversion Rate

A. Purpose:

The Re-entry Rate and Conversion Rate are designed to ensure that Delivery Service Customers migrating to Sales Service pay the full incremental costs of their migration in order to limit inequitable cost shifting to other customers. Specifically, these rates are intended to protect against the risk that the incremental cost of gas to serve Delivery Service Customers moving to Sales Service is higher than the average cost of gas.

B. Application of Re-entry Rate and Conversion Rate:

Re-entry Rate. Pursuant to Section 13.3, Capacity Assigned Customers who return from Firm Delivery Service to Firm Sales Service will be assessed a Usage based (per therm) charge in addition to the Cost of Gas for all Sales Service consumption following the switch through the following April 30.

Conversion Rate. Pursuant to Section 13.4, Capacity Exempt Customers who switch from Firm Delivery Service to Firm Sales Service will be assessed a Usage based (per therm) charge in addition to the Cost of Gas for all Sales Service consumption following the switch through the following April 30.

C. Calculation of Re-entry Rate and Conversion Rate:

Re-entry Rate. Prior to November 1, 2019, the Re-entry Rate reflects the difference between the estimated cost of providing supply to Capacity Assigned Customers that return to Sales Service and the effective Cost of Gas rate, shall include charges to offset any prior period over-collection, credit or refund reflected in the Cost of Gas rate, and shall not be negative. No reductions to the Re-entry Rate shall be made to offset prior period under-collections reflected in the Cost of Gas rate. Beginning November 1, 2019, the Re-entry Rate will equal zero except for charges to offset any prior period over-collection, credit or refund reflected in the Cost of Gas rate, and shall not be negative. No reductions to the Re-entry Rate shall be made to offset prior period under-collections reflected in the Cost of Gas rate.

Conversion Rate. The Conversion Rate reflects the difference between the estimated cost of providing supply to Capacity Exempt Customers that switch to Sales Service and the effective Cost of Gas rate, shall include charges to offset any prior period over-collection, credit or refund, and shall not be negative. No reductions to the Conversion Rate shall be made to offset prior period under-collections reflected in the Cost of Gas rate. During the Peak Season, the Conversion Rate for high load factor customers will always be greater than or equal to the

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Title: Senior Vice President

M.P.U.C.
Northern Utilities, Inc.

Twenty-sixth Revised Page 160-a
Superseding Twenty-fifth Revised Page 160-a

**Re-entry Rate and Conversion Rate
(continued)**

differences between high load factor (G-50, G-51, G-52) and low load factor (G-40, G-41, G-42) Cost of Gas rates. During the Off-Peak Season, the Conversion Rate will equal the Re-entry Rate.

D. Information to be Filed with the Commission:

As part of each Peak Period Cost of Gas, the Company shall file with the Commission a report showing the number of customers assessed the Re-entry Rate and the Conversion Rate and the amount of revenue received for each charge through the prior April 30. Pursuant to the Company’s Cost of Gas Factor Clause, the Company will apply such revenues as credits to the Company’s Maine Divisions Peak Period Cost of Gas.


The Re-entry Rate and Conversion Rate shall be calculated and filed with the Commission in each Cost of Gas proceeding. The following Re-entry Rate and Conversion Rate shall be applicable for the period of November 1, 2024 through April 30, 2025.

| | November 1, 2024– April 30, 2025 |
|---|---|
| Re-entry Rate | \$ 0.0000 per therm |
| Conversion Rate, Low Load Factor (G-40, G-41, G-42) | \$ 0.1912 per therm |
| Conversion Rate, High Load Factor (G-50, G-51, G-52) | \$0.3211 per therm |

Issued: October 8, 2024
Effective: November 1, 2024

DOCKET NO 2024-00212
EFFECTIVE DATE: 11/1/2024

Issued by:
Title:



Daniel Hurstak
Vice President and Treasurer


DELIVERY SERVICE TERMS AND CONDITIONS

APPENDIX E

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EFFECTIVE 3/1/18
Issued: March 1, 2018
Effective: March 1, 2018

Issued by: 
Title: Senior Vice President

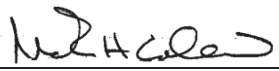
M.P.U.C.
Northern Utilities, Inc.

First Revised Page 160.2
Superseding Original Page 160.2

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Issued: April 6, 2010
Effective: May 1, 2010


Issued By:
Title:



Treasurer

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Issued: December 5, 2013
Effective: January 1, 2014

Issued by: 
Title: Treasurer