

**AVAILABILITY:** Service under this Schedule is available to current firm service manufacturing customers identified within NAISC Codes 324000-325999 who do not qualify for interruptible gas sales or transportation service under the Company's applicable interruptible service tariffs.

**QUALIFICATIONS:** To qualify for service under this Schedule, the customer must petition and receive approval of the Public Utilities Regulatory Authority or its successor agency ("Authority"). The customer must provide the Company with a copy of said petition within two (2) business days of its filing with the Authority. For the customer to be eligible hereunder, the Authority must determine:

- 1.) That the designation of the customer as being eligible for service under this Schedule is in the "public interest" and will provide economic benefits to the State of Connecticut, and
- 2.) That the utilization of this Schedule will not endanger the integrity of the gas distribution system.

This Schedule will only be available to such manufacturers defined above that, during any calendar year since January 1, 2016, have used more than 2,500,000 Ccf of natural gas at its manufacturing facility for which service under this Schedule is sought.

**TERMS AND CONDITIONS:** The Customer qualifying under the conditions above is required to petition the Authority to receive approval to take service under its current firm service agreement or arrangement as modified by and under this Schedule.

The service rendered under this Schedule shall also be subject to the other terms, conditions and regulations of the Large General Firm Service tariff which the customer is then or would otherwise be subject absent this Rate Schedule.

**DELIVERY SERVICE:**

**Monthly Rate:** The total charges for Delivery Service will be negotiated between the Company and the customer prior to full execution of the service agreement modified by this Schedule. The negotiated delivery charges shall not allow for rates of less than seventy percent (70%) of the charges for the Delivery Service component found in the Company's Large General Firm Service tariff.

**Minimum Monthly Charge:** The minimum charge shall be the applicable Customer Service Charge, unless otherwise specified in the Service Agreement as may be modified by this Schedule. This is regardless of service availability as a result of curtailments hereunder or otherwise affecting the Company's distribution system.

**COMMODITY SERVICE:** Pursuant to the Company's Large General Firm Service tariff.

**OTHER:** Any revenue shortfall experienced by the Company as a result of the use of this Schedule shall be recovered through the Company's decoupling mechanism.

**TERM OF CONTRACT:** The term of the agreement between the Company and the customer shall be set forth in the Service Agreement as may be modified by this Schedule.

**REGULATORY APPROVALS:** The customer shall be responsible for securing approvals from all regulatory bodies having jurisdiction and making any filings or reports, as required, pertaining to the acquisition of the customer's gas and the transportation of that gas from the customer's transmission pipeline. Upon request, the customer shall supply the Company with all documentation of receipt of necessary approvals.

**OTHER ADJUSTMENTS REQUIRED BY LAW:** All prices set forth in the rate as modified by this Schedule are also subject to adjustment pursuant to the requirements of all other applicable state and federal statutes and regulations.

**ADDITIONAL TERMS AND CONDITIONS:** Customers under this Schedule are subject to all of the Company's Rules and Regulations and the other terms and conditions specified in the Service Agreement. Technical terms are defined in Section VIII of the Company's Rules and Regulations and in the Service Agreement. Technical terms not defined in the above including, without limitation, this Schedule, shall have the meaning customarily accorded them in the gas industry.

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**RATE SCHEDULE MFG – EXHIBIT 1  
DESIGNATION OF AGENT AGREEMENT**

\_\_\_\_\_ (Customer), a corporation duly organized pursuant to the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, does hereby appoint \_\_\_\_\_

(Authorized Customer Agent), a corporation duly organized pursuant to the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, as its agent and attorney in fact to act in any way in which Customer could act, in connection with the Schedule MFG program of Yankee Gas Services Company (Company).

Customer hereby authorizes Authorized Customer Agent to act in its name, place and stead in any way in which Customer could act, to perform the following activities:

\_\_\_\_\_ [write in "None" if not applicable]. Such authorization shall continue unless and until Customer changes such designation in writing and promptly provides written notification to Company. Any activities not identified above shall be in all respects the obligation of Customer to perform.

Authorized Customer Agent hereby accepts full responsibility to perform all services that Customer is obligated to perform in connection with the Schedule MFG program. Authorized Customer Agent shall be bound by and perform in accordance with Company's Tariffs and Rules and Regulations to the Program, as the same may be amended, modified, clarified, superseded or supplemented.

Company may rely upon any instructions, whether oral or written, from Authorized Customer Agent, and may take any actions pursuant to such instructions, which Company deems reasonable and appropriate. Customer and Authorized Customer Agent hereby agree to indemnify, defend and hold harmless Company from and against any and all claims, demands, suits, actions, proceedings, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of, caused by or related to Company's reliance on such instructions or the provisions of this instrument.

Authorized Customer Agent agrees to keep confidential any customer information (usage, billing, and negotiated rate information) obtained from Company or Customer and shall not use any such information in representing or serving other customers. This information shall not be disclosed to any person, unless otherwise authorized by both the Customer and Company in writing. Any other customer information, including but not limited to, account numbers (and any passwords used, if applicable), telephone numbers and service addresses, shall also be kept confidential and not disclosed to any person (other than the Customer), unless otherwise authorized in writing by both the Customer and Company.

**RATE SCHEDULE MFG – EXHIBIT 1  
DESIGNATION OF AGENT AGREEMENT  
CONTINUED**

The Company will not disclose a Customer's usage, billing, and negotiated rate information, or any other customer information, including but not limited to, account numbers (and any passwords used, if applicable), telephone numbers and service addresses, to any person if that Customer has notified the Company, in writing, that such information should not be disclosed.

The information may thereafter be disclosed to Customer or Authorized Customer Agent only with the Customer's prior written authorization, or as required by law or regulatory requirement.

Authorized Customer Agent shall provide the Company with a duly executed copy of this instrument, and any additions, modifications or changes to the same, and the modification, revocation or termination hereof shall be ineffective as to Company unless and until actual written notice of modification, revocation or termination shall have been received by the Company from Customer.

In order to address additional administrative and operational requirements of the State of Connecticut Public Utilities Regulatory Authority, the Company reserves the right to modify this Agreement, as necessary, to comply with any such requirements. This Agreement will continue in effect until such time as the parties give the Company written notification that this Agreement is terminated.

Customer designates the following as contact person:  
(full name & title of contact person): \_\_\_\_\_  
(contact person's address): \_\_\_\_\_  
(contact person's work phone number): \_\_\_\_\_  
(contact person's fax number): \_\_\_\_\_  
(contact person's E-mail address): \_\_\_\_\_

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

Yankee Gas Services Company  
Attention: Director, Customer Solutions  
107 Selden Street  
Berlin, CT 06037

\_\_\_\_\_  
Notarized Signature (Customer)

\_\_\_\_\_  
Notarized Signature (Authorized Customer Agent)