

CONNECTICUT NATURAL GAS CORPORATION

RULES AND REGULATIONS

The following terms and conditions apply to all gas rates, appliance leases, and to the supply of gas service. A copy of these Rules and Regulations is on file with the Department of Public Utility Control of the State of Connecticut and is open to inspection at the offices of the Company.

APPLICATION FOR METER AND SUPPLY OF GAS

1. A written application for meter installation and supply of gas will be required from each new commercial customer. The Company may reject an application of a former customer, or a spouse, who is indebted to the Company. The Company will not hold anyone other than the customer of record, or a spouse, responsible for paying the bill. Subject to the applicant's providing identification, the Company will not deny service to a new applicant at premises where service had been previously shut off for nonpayment.
2. Any customer starting the use of gas without sufficient notification to enable the Company to read the meter will be held responsible for any amount due for gas supplied from time of last reading of meter.

PIPING AND EQUIPMENT ON CUSTOMER'S PREMISES

3. In the interest of public service and public safety, the Company reserves the right to make connections from the street main and to install and maintain service pipes up to and including the meter.
4. The Company reserves the right to determine the location of all Company owned piping and equipment. Any subsequent change in such location at the request of the customer, whether owner or tenant, will be made by the Company or its agent at the expense of the customer.
5. The Company will furnish, or cause to be furnished, install, or cause to be installed, maintain and own any meters, attachments to meters, service regulators or appliances on lease required in the supply of service. All meters, piping and other equipment, including equipment on lease, furnished by the Company, shall remain its exclusive property. The Company shall have the right to remove all its property from the premises of the customer at any time after termination of service, whatever may have been the reason for such termination.
6. All piping and equipment on the premises of the customer shall conform to the requirements and regulations of the applicable ordinances and laws and the regulations of the Company as a condition to the supply of gas service.

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RESPONSIBILITY FOR EQUIPMENT AND INSTALLATION

7. The customer shall be responsible for the protection of Company owned equipment installed on his premises and shall reimburse the Company for any damage or loss caused by negligence of the customer. If the use of the property changes after the Company has installed its facilities for rendering service and such new use may endanger the gas facilities or be in violation of any applicable statute, regulation or other governmental orders, it shall be the responsibility of the customer to bear the cost of all relocations and/or repairs.
8. The Company assumes no responsibility for any damage done by or resulting from any defect in the pipes, fixtures or appliances of the customer. In the event that any accident or injury to person or property is caused by or results from negligence or wrongful act of the customer, his agents or employees, any resulting liability shall be assumed by the customer.

ACCESS TO PREMISES

9. The authorized agents or employees of the Company, carrying a Company identification card, shall have free access at all reasonable times to the premises of the customer, for the purpose of inspecting, removing or repairing any of the property of the Company situated therein.
10. Only authorized representatives of the Company or its agents have the right to turn on, turn off, connect or disconnect, a meter or service pipe; or repair, maintain or disconnect other property owned by the Company.
11. The Company's employees are strictly forbidden to request or accept any personal compensation for service rendered by them while working for the Company.

MAINTENANCE OF GAS SUPPLY BY COMPANY

12. The Company will use reasonable diligence to provide a regular and uninterrupted supply of gas; but should the supply of service be interrupted or curtailed by the Company for the purpose of making repairs, changes or improvements in any part of its system for the general good of the service or the safety of the public, or should the supply of service be interrupted, curtailed or fail by reason of accident, strike, legal process, governmental interference, or any cause whatsoever beyond its control, the Company shall not be liable for damages, direct or consequential, resulting from such interruption, curtailment or failure. Whenever it becomes necessary for the Company to

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curtail gas to its customers because of an insufficient supply to meet total customer requirements, such curtailment shall be made in accordance with the Load Curtailment Plan approved by the Department of Public Utility Control and these Rules and Regulations.

USE OF GAS BY CUSTOMER

13. Gas service is sold upon the express condition that it shall be supplied exclusively by the Company and that the customer shall not directly or indirectly sell, sublet, assign or otherwise dispose of the gas or any part thereof without the written consent of the Company.

BILLING AND PAYMENT

14. Billing shall be in accordance with rates on file with the Department of Public Utility Control. All changes duly made in the filed rates or terms and conditions for service shall apply on and after the date that such changes become effective.
15. The schedules of rates are based upon the supply of service to one customer at one address. They contemplate that each separate supply for different point of consumption or different classifications shall be billed as a separate customer.
16. Any applicant for service and any customer to whom service is being supplied may be required to deposit a sum equal to the estimated charges for gas. Residential customers may be required to pay an amount equal to one quarter (1/4) of a year's estimated billing; commercial customers may be required to pay an amount equal to the estimated maximum bill for ninety (90) days. Deposits shall be returned, (1) upon termination of service, less any amount then due, together with accrued interest, (2) when residential and commercial customers have made 11 of the 12 and 17 of the 18 monthly payments, respectively, on time. Simple interest at the deposit index rate established annually in accordance with Public Act 93-242, will be allowed on all deposits from date of deposit.
17. Meters will be read in monthly, bi-monthly, or quarterly periods as filed with and approved by the Department of Public utility Control. When a meter reader is unable on any regular reading date to read the meter, an estimated bill will be due and payable in the usual manner as if figured on actual monthly readings.
18. Bills are due upon receipt. Gas accounts that remain unpaid for a period of more than 30 days from the date of receipt of the bill (as defined in Section 16-3-100, Regulations of Connecticut State Agencies) are eligible for collection action.
19. The date of receipt by the Company will be considered the date of payment. However, payments received within 3 business days of the late payment date on

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the customer bill will not be assessed the late payment charge (grace period).

20. Bills less than 28 days or more than 34 days will be prorated

BILL PRORATION

21. In circumstances under which customers' bills fall outside the standard monthly billing period window of 28 to 34 days, including situations such as new turn-ons and turn-offs, a missed meter reading, an incorrect reading followed by a verification, a number of estimated reads followed by an actual read, and a meter not registering and being replaced by another meter, the Company shall match the billing period consumption with the rates then in effect, and prorate billing components on customers' bills based on the actual days of service.

ADJUSTMENT OF METER ERROR

22. The meter installed by the Company is the accepted measuring device. Should the meter become defective or fail to register correctly, the quantity of gas consumed shall be determined by one of the following methods: 1) a test of the meter; 2) by the registration of a meter set in its place during the period next following; or 3) by the amount of gas used during a corresponding period the preceding year. The Company has the option to select which of these methods shall be used and the bill will be due and payable as in Item 17 above.
23. The Company, at its expense, will make periodic tests and inspections of its meters in order to maintain them at a high standard of accuracy. Upon written request of the customer, and if so desired, in his presence or that of his authorized representatives, the Company will make a test of the accuracy of the meter in question; provided, first, that the meter has not been verified by the Company or by the Department of Public Utility Control of the State of Connecticut, within the period of one year previous to such request, the second that the customer will agree to abide by the results of such test as the basis for the adjustment of such charges. A written report of the results of the test will be furnished to the customer by the Company.
24. Whenever the test of a meter reveals it to be fast by more than four percent, the Company will refund any overpayment in accordance with the regulations set forth by the Department of Public Utility Control.

METER RECONNECT CHARGES

25. Meters may be removed or service discontinued because of non-payment of bill, violation of Company's Rules and Regulations, for abuse, fraud or tampering with

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meter and connections. The charge for such a disconnection and the subsequent reconnection will be \$20.00. In the event service is discontinued at the customer's request and then resumed within twelve months at the same address for the same customer, a reconnection charge of \$45.00 will be made.

When such disconnection requires physical removal of the meter and subsequent reinstallation of a meter the charge shall be \$64.00. Also where it is necessary to dig up the service pipe or connection to effect discontinuance or reconnection of service, the customer will be charged for the Company's actual cost of the disconnection or reconnection.

DISCONTINUANCE OF SERVICE BY CUSTOMER

26. Customer must give at least three (3) days notice to discontinue service and shall be liable for gas consumed during that time until meter has been shut off.

STATEMENT BY AGENTS

27. No representative of the Company has authority to modify any rule, provision or rate contained in a schedule of rates, or to bind the Company for any promise or representation contrary thereto.
28. The Company reserves the right to alter and revise these regulations and will file them with the Department of Public Utility Control, and customers shall be bound thereby.

BAD CHECK CHARGE

29. In the event the customer pays for gas service with a check that is returned by the bank to the Company unpaid such customer shall be liable to the Company for a bad check charge in the amount of \$19.50 for **each** check returned.

The bad check charge shall be included in the customer's next monthly bill. The Company shall notify the customer that said check has been returned unpaid by the bank. The customer shall make good for each such check within 30 days of its notification by the Company. Should the customer fail to make good for such check as herein provided, the Company shall have the right to pursue all legal remedies available to it, including but not limited to criminal prosecution. If a customer makes payment on an account with two consecutive bad checks in a rolling 12 month period or pays with a check and subsequently stops payment on the check, the customer will not avoid a shut-off. If proper notice has been given prior to the receipt of such consecutive bad checks or a stop payment on a check, the Company shall have the right to terminate service without giving such

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customer an additional notice period.

TERM OF SERVICE

- 30 The term of service for a particular rate is for an initial period of not less than one year and thereafter until terminated by either party on thirty (30) days written notice.

New customers that qualify for firm transportation service but have commenced service under a Company supply tariff, have three (3) months from their initial gas flow to elect to switch to a firm transportation delivery tariff. However, these new

customers may not switch during the winter months of November through March. Customers under Rate IS may elect to switch between the Third-Party Supplier Service Option and the Company Supply Service Option on a monthly basis. Switches between these options must comply with the terms and conditions of Rate TRS. If the Customer elects firm service and the Company accommodates such request pursuant to Section 14 in Rate IS, the Customer must receive service under the applicable firm rate for a minimum term of twelve (12) months.