

SUMMIT NATURAL GAS OF MAINE, INC.  
PO Box 270868  
Littleton, CO 80127

ME PUC No. 1

Original Sheet No. 1  
Cancels Sheet No. \_\_\_\_\_

REGULATIONS  
APPLICABLE TO ALL NATURAL GAS SERVICES  
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Issue Date: 1/7/2013

Issued by:  \_\_\_\_\_

Effective Date: 1/29/2013

Title: Executive Vice President

**Docket No 2012-258**  
**Effective 1/29/13**



**SUMMIT NATURAL GAS OF MAINE, INC.**

PO Box 270868  
Littleton, CO 80127

ME PUC No. 1

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

GENERAL STATEMENT

The following Terms and Conditions, filed with the Maine Public Utilities Commission ("Commission" or "MPUC"), set forth the terms and conditions under which natural gas service is supplied and govern all classes of service in all territory served by the Company. They are subject to termination, change, or modification, in whole or in part, in accordance with the Rules and Regulations of the Commission.

Service furnished by the Company is also subject to the Rules and Regulations of the Commission. Copies of the Company's Terms and Conditions are available for any customer's inspection at the offices of the Company.

Any waiver at any time of the Company's rights or privileges under these Terms and Conditions will not be deemed a waiver as to any breach or other matter subsequently occurring.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

GENERAL

DEFINITION OF TERMS

Billing Unit - A quantity of gas expressed in energy units, either therms or dekatherms, depending on the rate class.

British Thermal Unit (Btu) - One (1) British thermal unit (International Table), which is the amount of energy equivalent to 1,055.056 Joule, as specified in Gas Processors Association Publication 2145-93 ("Table of Physical Constants of Paraffin Hydrocarbons and other Components of Natural Gas") or subsequent amendments as may be adopted by the Company. One (1) MMBtu shall mean one million (1,000,000) Btu.

Commission - "Commission" shall mean the Maine Public Utilities Commission.

Company - "Company" shall mean Summit Natural Gas of Maine, Inc.

Construction Costs of Distribution Facilities - The combined costs of all facilities necessary to the Distribution Extension or Distribution Reinforcement, including satisfactory rights-of-way.

Construction Allowance - That portion of necessary construction made by the Company at its expense.

Construction Payment - Amount advanced by Applicant to pay all construction costs in excess of Construction Allowance.

Construction Payment Agreement - An option to Permanent Service Applicants to have Company advance to Applicant the Construction Payment amount for a specific term.

Contract Demand - "Contract Demand" (CD) shall mean the maximum daily quantity of gas which the Company agrees to furnish and for which the customer agrees to pay.

Contract Year - "Contract Year" shall mean a twelve (12) month period ending September of each year except as otherwise stated in the Service Agreement or contract between Customer and Company.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

GENERAL

DEFINITION OF TERMS - Cont'd

Customer - Cont'd

- a) Direct - A "Direct Customer" purchases gas for its own use.
- b) Residential/Small Commercial/Agricultural Customer - Customers receiving service under any of the Company's Rate Schedules who use meters rated at less than 500 cubic feet per hour.
- c) Transportation - A "Transportation Customer" purchases capacity on Company's system and is responsible for procuring its own natural gas supplies.

Dekatherm - One Dekatherm (Dth) is the energy equivalent to 10 therms or 1,000,000 Btu (1 MMBtu).

Delivery Point(s) - The point(s) where Company delivers gas to the Receiving Party.

Demand - "Demand" shall mean the maximum firm daily quantity of natural gas Company is obligated to deliver and Customer is entitled to receive.

- a) Contract Demand - "Contract Demand" shall mean the maximum firm daily quantity of natural gas Company is obligated to deliver on any day to Customer and Customer is entitled to receive under any firm rate schedule in accordance with the executed contract or Service Agreement.
- b) Total Demand - "Total Demand" shall mean the maximum firm daily quantity of natural gas Company is obligated to deliver on any day to Customer and Customer is entitled to receive under all firm rate schedules cumulatively.

Distribution Extension - Distribution or supply main, including all appurtenant facilities, except meters, meter installations and regulator facilities, necessary to supply service to additional Customers.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

GENERAL

DEFINITION OF TERMS - Cont'd

Normal Service Pressure - The atmospheric pressure plus a pressure of seven inches water column, plus or minus two inches water column.

Point of Delivery - Point where the Company's gas facilities are first connected to the gas facilities of the Customer. The location of the point of delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate.

Psia - Psia shall mean pressure in pounds per square inch absolute.

Psig - Psig shall mean pressure in pounds per square inch gauge.

Receipt Point(s) - The point(s) of interconnection between the facilities of the Company and the interconnecting party(s) wherein the Company receives gas, or any other contractual source(s) of gas supplies.

Receiving Party(s) - The party or parties that receive gas from Company at the Delivery Point(s).

Refund of Construction Payment - Amount of Construction Payment returned to customers or assignees by the Company.

Restricted Delivery Day - A Day when deliveries of gas supplies to the Customer are limited to the Nomination, or the quantity allocated by the interconnecting pipeline, whichever is smaller, for the particular Day. Any consumption used by the End User exceeding that volume will be sold to the End User at the appropriate Backup Commodity Sales Charge up to those quantities permitted under an executed Backup Commodity Sales Agreement or, if above those quantities, at the Unauthorized Overrun Penalty Charge. Company will provide advance notice to Customer of the occurrence of a Restricted Delivery Day.

Service Laterals

The supply pipe extending from the distribution main to and including the first valve or cock on the main side of the meter.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

GENERAL

APPLICATION FOR SERVICE

An application for natural gas service may be made Pursuant to Chapter 815.

CHOICE OF RATES

The Schedule of Rates is on file at the offices of the Company and available to Applicant for service. Applicant shall elect under which rate schedule service shall be supplied subject to the terms and conditions of the individual rate schedule. When there are two (2) or more rate schedules applicable to any class of service Company will, upon request of applicant, explain the conditions, character of installation or use of service governing the several rate schedules and assist in the selection of the rate schedule.

Applicant, however, shall be responsible for the final selection of said rate schedule and Company assumes no liability therefore.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

GENERAL

CHARGES FOR RENDERING SERVICE

Appropriate charges to customers will be made at the time service is initiated or restored, or in the event that service at a specific location is transferred from one Customer to another. Charges will also be made to customers for all service work performed for customers on customer's premises except for gratuitous services provided by Company. Service work performed at other than regular working hours shall be subject to overtime rates. Charges are set forth on the sheet entitled Schedule of Charges for Rendering Service. These charges are to offset Company's costs for such service work and transactions and are in addition to all other customer charges for utility service, for customer deposits and for required charges under Company's filed extension policy.

Gratuitous services to customers by the Company will not be charged to the Customer. Such gratuitous services are limited to the following:

1. All emergency calls where permanent materials and facility replacement is not performed.
2. Bill investigations.
3. Customer service complaint investigations.
4. Changing Customer's equipment due to changes in service characteristics, not, however, including changes necessary to convert Customer's equipment to natural gas service from an alternate fuel.
5. Maintenance of Company facilities.
6. Relight pilots and perform other services resulting from outages on Company's system.

To compensate Company for the cost of processing bad checks, the Company will make a charge to any Customer whose check for payment to the Company is returned by the bank as not payable. The amount of the charge is stated on the sheet entitled Schedule of Charges for Rendering Service.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

GENERAL

CUSTOMER'S INSTALLATION - Cont'd

All gas piping and other natural gas equipment on the customer's side of the point of delivery will be furnished, installed and maintained at all times by the customer in conformity with good practice and with the requirements of the Standards of the National Board of Fire Underwriters for the Installation, Maintenance and Use of Piping, Appliances and Fittings for City Gas, any Municipal Ordinances or Codes. Company accepts no liability for injury or damage caused by defects in customer's piping or equipment.

No equipment or apparatus will be connected to Company's distribution system the operation of which may cause such an abnormal pressure variation in said system as to impair or endanger the natural gas service supplied to other customers on said system or to adversely affect operation of Company's metering or pressure regulating equipment. In the event that equipment having a high instantaneous demand such as a gas engine is to be connected, customer shall provide adequate pulsation or surge tank, shutoff valves and other protective devices as may be required by Company. Customer shall, in every case, confer with Company before any equipment or apparatus requiring extremely close regulation of pressure or quality of gas is connected to Company's distribution systems.

When the Company is required by order of properly constituted authorities to move or alter its existing distribution system, thereby necessitating a change in the location of the service lead and the point of delivery, the Company will designate a new point of delivery and bear the expense of relocation of Company facilities to that point, and customer, at his expense, will bring his piping to that new point of delivery.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

GENERAL

CUSTOMER'S INSTALLATION - Cont'd

Service will be delivered to the customer for each premises at one point of delivery designated by the Company. For the mutual protection of the customer and the Company, only authorized employees or agents of the Company are permitted to make connections between the Company's gas service and the customer's gas piping.

The Company reserves the right to require the customer to reimburse the Company for any cost due to a change in meters or other apparatus or in their location made at the request of the customer. Meters and other equipment of the Company will be removed or relocated only by employees or agents of the Company.

PROTECTION OF SUBSURFACE FACILITIES

Customer shall consult Company regarding necessity of changing location of gas service pipe before building any improvement, addition or structure over the gas service pipe or in the vicinity of Company's facilities. Customer shall notify Company before undertaking any type of excavation or change in surface grade of customer's property, or operating or permitting the operation of any power excavating or ditching equipment in the proximity of Company's underground gas service on customer's premises.

LIABILITY

All mains, services, apparatus, instruments, meters, regulators and materials supplied by Company at its expense or under its standard policies will be and remain the property of the Company. Company's property shall not be worked upon or interfered with by customer or other unauthorized persons.

The customer shall be responsible for any damage to or loss of Company's property located on customer's premises, caused by or arising out of the negligence of customer or customer's agents, employees, licensees, or invitees, or the misuse or unauthorized use of Company's property by customer or customer's agents, employees, licensees, or invitees. The cost of making good such loss and/or repairing such damage shall be paid by the customer. Customer shall be held responsible for injury to Company's employees if caused by customer's negligence.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

GENERAL

LIABILITY - Cont'd

The customer shall be responsible for any injury to persons or damage to property occasioned or caused by the negligence of the customer or any of customer's agents, employees, licensees or invitees in installing, maintaining, operating or using any of the customer's piping, equipment, machinery or apparatus, and for injury and damage caused by defects in the same.

Company shall not be liable for injury casualty, or damage to persons, damage to property, monetary loss, or loss of business or damage resulting in any way from the supply or use of gas or from the presence or operation of the Company's structure, equipment, pipes, appliances or devices on the Customer's premise, except injuries or damages resulting from negligence of the Company, or damage caused by accidents, acts of God, fires, floods, strikes, wars, authority or orders of government, or any other causes and contingencies beyond its control.

INDEMNITY TO COMPANY

Customer shall hold the Company harmless and indemnify it against all claims and liability for injury to persons or damage to property when such damage or injury results from or is occasioned by the facilities located on customer's side of the point of delivery unless caused by the negligence or wrongful acts of Company's agents or employees. "Customer" and "Company" as used herein shall include without limitation the agents, employees, licensees or contractors of each of said parties, or persons acting with permission or authorization from the respective parties.

SERVICE CONTINUITY

The Company will use reasonable diligence in furnishing an uncurtailed and uninterrupted supply of gas except where rates schedule or special service contracts provide otherwise. The Company may interrupt its service hereunder for the purpose of making necessary alterations and repairs but only for such time as may be reasonable or unavoidable.

Whenever the Company deems an emergency that warrants interruption or limitation in the service being rendered, such interruption or limitation shall not constitute a breach of contract and shall not render the Company liable for damages suffered thereby or excuse the Customer from further fulfillment of the contract.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

GENERAL

DIVERSION OF NATURAL GAS - Cont'd

If service has been discontinued for failure to comply with any of the Company's Terms and Conditions and a diversion of natural gas has been confirmed subsequent to discontinuance, the Company will not render service to customer, or to any other person for customer's use, until:

- a) the Customer has paid or made appropriate arrangements (when applicable) with the Company for the payment of all charges relating to the diversion of natural gas and for all past due bills for service rendered at the same location; and
- b) the Company confirms that the cause for the discontinuance of natural gas, if other than for non-payment, has been cured. Payment arrangements shall not be available in any case where the customer has defaulted on an installment payment arrangement.

If service has been discontinued for diversion of natural gas and the Customer has in the past refused or restricted access to the Company's meter reading equipment, the Company will not render service to the Customer or to any other person for the Customer's use, at the same location until the Customer has arranged with the Company for the installation of, or has installed at the Customer's expense, such entrance and service equipment as is necessary to prevent further diversion of natural gas.

The foregoing rules pertaining to diversion of natural gas in no way affect or modify any action or prosecution under the laws of the State of Maine.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

GENERAL

EASEMENTS

A contract for natural gas service, or receipt of service by customer, will be construed as an agreement granting to Company an easement for gas mains, services, meters and other equipment of Company necessary to render service to customer. If requested by Company, customer, before service is connected, will execute Company's standard form of right-of-way agreement, granting to Company, at no expense therefore, satisfactory easements for suitable location of Company's mains, services, meters and metering equipment, and other appurtenances on or across lands owned or controlled by customer, and will furnish space and shelter satisfactory to Company for all apparatus of Company located on customer's premises. In the event that customer shall divide premises by sale in such manner that one part shall be isolated from streets where Company's gas mains are accessible, customer shall grant or reserve an easement for natural gas service over part having access to gas mains for the benefit of the isolated part.

ACCESS FOR COMPANY'S EMPLOYEES

The customer will provide access to his premises at all reasonable times for authorized employees of the Company for any proper purpose incidental to the supplying of natural gas service.

RESALE OF NATURAL GAS

Natural gas service supplied by the Company is for the exclusive use of the customer. Consequently, the customer will not be permitted by submetering, to determine a quantity of natural gas and resell the same as such to any other person or persons on the customer's premises or for use on any other premises. A master-metered customer may, however, check-meter tenants, lessees, or other persons to whom ultimately the natural gas is distributed for the purpose of reimbursing the master-metered customer by an appropriate allocation procedure. The Company reserves the right to refuse to furnish natural gas service to any customer where the purchase of such service is for the purpose of resale by customer to others. In the event natural gas is resold in conflict herewith, Company shall have the right to discontinue service to customer.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

STANDARDS

SYSTEM OPERATION AND MAINTENANCE

The Company will construct, operate and maintain its natural gas systems in such manner as to furnish good, safe, adequate and continuous natural gas service in accordance with the Rules and Regulations of the Commission.

- a) The Company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of natural gas and to avoid any shortage of same and, excepting interruptible service, interruption of same. However, Company will not be liable for interruption, shortage, or insufficiency in the supply of natural gas, or for any injury, loss, or damage occasioned thereby, if same is due to causes or contingencies beyond the control of the Company including but not limited to accidents, breakdown of equipment, acts of God, authority and orders of government, flood, storms, fires, strikes, riots, or war.
- b) The Company, whenever it shall find it necessary for the purpose of making repairs or improvements to its systems, will have the right to temporarily suspend the delivery of natural gas.
- c) Interruptions of service, however, will not relieve customer from any charges for service actually supplied, nor will accidents to customer's equipment or machinery, or failure of customer's installation, not due to fault of Company, relieve customer of payment of minimum charges under the rate schedule or contract applicable.

PRESSURE

For service at normal delivery pressure the gas will be delivered at a pressure of seven inches water column, plus or minus two inches water column. Gas may be delivered at higher pressure where operating conditions are such that the Company deems a higher pressure necessary. However, Company reserves the right to specify the pressure to be carried at the point of delivery. The Company will maintain the gas pressure at the outlet of the meter with as little variation as practicable. All volumes measured on a non-pressure-compensated basis are subject to a pressure adjustment to compensate for the variation in atmospheric pressure due to elevation and to correct the measured flow to 14.73 psia. All corrected volumes are multiplied by the BTU content of the gas, as determined per cubic foot at 14.73 psia, to calculate the energy usage for billing purposes.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

STANDARDS

MEASUREMENT OF SERVICE

Volume Determination

Gas volume determination shall be done by metering which conforms to appropriate industry standards or practices, or for gas received, by methods as agreed upon. Appropriate industry standards shall include but not be limited to the 1981 edition of AGA Report No. 7, Measurement of Fuel Gas by Turbine Meters. The Company may adopt any subsequent amendments in the exercise of its reasonable judgment.

New Measurement Techniques

If, at any time during the term hereof, a new standard method or technique is developed in the gas industry for gas measurement or the determination of the factors used in such measurement, the Company may substitute such new method or technique.

MEASUREMENT EQUIPMENT AND TESTING

Testing Equipment

The Company will provide such testing equipment and instrumentation as may be necessary to comply with the Rules and Regulations of the Commission. The Company shall operate such equipment with standard methods in general use in the natural gas industry. The Company will exercise reasonable means to determine and maintain the general accuracy of all natural gas measurement equipment.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

STANDARDS

MEASUREMENT EQUIPMENT AND TESTING - Cont'd

Accuracy and Routine Testing - Cont'd

- b) Rotary displacement type meters shall be tested at least once in every ten years.
  
- c) Turbine type meters shall be spin tested at least once each year. Upon failure of a spin test, but at intervals not to exceed five years, turbine meters shall be tested by means of a flow test.

Testing upon Request

The Company, at any time, may test any of its meters. Upon written request of a Customer, the Company will test the accuracy of the delivery meter installed at Customer's premises free of charge if said meter has not been tested within the 12-month period just prior to such request. Any meter so tested will be considered accurate if the average accuracy of the meter is within 2% plus or minus.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

STANDARDS

MEASUREMENT EQUIPMENT AND TESTING - Cont'd

Measurement Errors

If, upon any test, any measuring equipment is found to be inaccurate, such equipment shall be adjusted to measure accurately. In the event any measuring equipment is out of service or is found registering inaccurately and the error is not determinable by test, or by previous recording, receipts or deliveries through such equipment shall be estimated based upon the first of the following methods which is feasible:

- a) By using the registration of any check meter or meters, if installed and accurately registering, or, in the absence of (a);
- b) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation, or, in the absence of (a) and (b);
- c) By estimating the quantity of gas received or delivered based on receipts or deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.

GAS BILLING

For the purpose of billing gas, the following billing units shall be used:

- a) Rate Classes RG SCG and LCG. The billing unit shall be energy (Therm). The energy usage shall be calculated by multiplying the determined volume of the gas by the heating value of the gas, and suitable pressure correction factors shall be applied.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

STANDARDS

GAS BILLING - Cont'd

b) Rate Classes TF, TI. The billing unit shall be energy (Dth).  
The energy usage shall be calculated by multiplying the determined volume of the gas by the heating value of the gas, and suitable pressure, temperature and other correction factors shall be applied.

Volume Adjustments

If, upon any test, the measuring equipment in the aggregate is found to be inaccurate, all adjustments shall be made in accordance with Chapter 815 of the Commission Rules.



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TERMS AND CONDITIONS  
NATURAL GAS SERVICE  
STANDARDS

GAS BILLING - Cont'd

Billing Errors

The Company will exercise all reasonable means to assure accurate computation of all bills for gas service. Customer agrees to accept the Company's accounting for gas measurement and billing. In the event errors in billing occur, subject to Chapter 815 of the Commission's Rules, Company shall refund to customer the amount of any overcharge having resulted from and, likewise, shall have the right to collect from customer the amount of any undercharge. For all rate classes, the period of time for billing and collection of billing errors shall be limited to twelve (12) months. The provisions of this sheet shall not apply to meters that have been bypassed or in any way involved in energy diversion or in cases of subterfuge, unauthorized use or fraud.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

STANDARDS

GAS PROPERTY DETERMINATION - Cont'd

Determination of Atmospheric Pressure

When the atmospheric pressure is required for volume or energy determination, it shall be determined by appropriate industry standards or practices or for gas received, by methods as agreed upon.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN POLICY

SERVICE LINE CONSTRUCTION POLICY

A "Complete Application" consists of the following:

- (1) The proposed customer completes and submits to the Company an executed Service Line Agreement;
- (2) The proposed customer provides payment or a binding financial commitment (if required), in accordance with the Main Extension policy in the Company's Commission-approved Terms and Conditions;
- (3) The proposed customer has obtained a quote from an HVAC contractor available to convert the customer's primary heating system;
- (4) The Company obtains any construction or environmental permits or regulatory approvals necessary to serve the proposed customer; and
- (5) Confirmation that any proposed mainline installation required to provide service will not require the acquisition of any private easements.

Where a Complete Application is received by June 1 by the Company, the Company will provide service to the customer by December 15 of the same calendar year. Further, by June 15 of that year, the Company will mail a letter to each customer for whom there is a Complete Application by June 1 with an estimated date for the installation of the service line necessary to provide service to the customer.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN POLICY

SERVICE LINE CONSTRUCTION POLICY (continued)

These estimated installation dates will be established based upon the following three factors:

- (a) Date on which a Complete Application is accomplished (earlier completed service requests will be ahead in priority relative to requests received later);
- (b) Geographic proximity to the Company's planned mainline construction (service requests located closer to the mainline will be ahead in priority relative to requests located farther from the mainline); and
- (c) Geographic proximity to other applicants who are seeking service within the calendar year.

For Complete Applications not received by June 1 of a particular year, the application will be treated as a Complete Application for the following calendar year.

SERVICE LINE METRIC PENALTY

In the event the Company does not provide service by the "estimated installation date" given to a particular customer under the Service Line Construction Policy, the Company shall remit a one-time payment to that customer in the amount of \$50 per week up to a maximum overall payment of \$250. This payment may, in the Company's sole discretion, be provided as a credit on the Customer's billing account once service is provided. The Company may, in its sole discretion, not remit any service line metric payment to a customer who has received other financial assistance from the Company in excess of the amount to which the customer would otherwise be entitled under this provision.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

GAS METER AND PIPING INSTALLATIONS

Company will furnish the appropriate meter and regulators to supply Applicant's requirements and install same along with associated meter piping. Applicant will provide all facilities necessary for proper meter and regulator installation in conformance with Company requirements for such installation. Separate charges will be made for meter piping to additional meter locations in the same building except in the case of a meter header.

Title to service lateral, meter piping, meters and regulators shall at all times vest in Company.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS

PLAN A - PERMANENT SERVICE

Plan A is applicable to gas Distribution Extensions where the use of service is to be permanent and where a continuous return to Company of sufficient revenue to support the necessary investment is assured.

For gas service of a permanent character, the Company will install at its expense, necessary Distribution Extension facilities equivalent in cost of the gross embedded investment per customer as a Construction Allowance. The annual volume portion of the Construction Allowance shall be the product of the Company's estimate of the Applicant's annual usage times the derived gross embedded investment per Dekatherm. The Construction Allowances are as shown on the Sheet entitled Construction Allowance by Service Class for each of the various categories of service listed.

The above allowances are subject to review and appropriate revision by filing of new Construction Allowances with the Commission within thirty (30) days following a final decision in a Company rate proceeding, based on the appropriate gross distribution investment amounts included in that proceeding.

Applicant or Applicants shall be required to pay to Company as a Construction Payment all estimated costs for gas distribution facilities necessary to serve Applicant or Applicants in excess of the Construction Allowance. Said Construction Payment shall be refundable in part or in its entirety during a five-year period commencing with the Extension Completion Date. At the end of said five-year period any remaining Construction Payment becomes non-refundable.

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NATURAL GAS SERVICE

SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

CONSTRUCTION ALLOWANCE AND CONSTRUCTION PAYMENTS - Cont'd

PLAN C - TEMPORARY SERVICE

Plan C is applicable to gas Distribution Extensions where service is of a known temporary nature.

For gas service of a temporary character, Applicant or Applicants shall be required to pay to Company as a Construction Payment an amount equal to the estimated cost of installing and removing all necessary gas Distribution Extension facilities less the estimated salvage value. If temporary service is continued for more than eighteen months following the Extension Completion Date the nature of such continued service will be evaluated and, if appropriate, reclassified as Indeterminate Service.

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SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

In addition to the cost above the Construction Allowance, the initial customer(s) will be required to pay the company the net present value of the federal and state income tax less the benefit of tax depreciation on the amount in excess of the Construction Allowance, using the Company's marginal income tax rates. The sum of the cost in excess of the Construction Allowance and the income taxes net present value comprise the Contribution in Aid of Construction ("CIAC"), which is derived by multiplying the cost in excess of the Construction Allowance by 1.439.

CALCULATION AND PAYMENTS OF REFUNDS

Distribution Extensions requiring customer Construction Payments are subject to refunds during the five-year period commencing with the Extension Completion Date. Such refunds will be made in conformance with the provisions applicable to refunds under the appropriate plan under which the extension is classified. No refunds will be made after the five-year period following the Extension Completion Date and any remaining unrefunded customer Construction Payment becomes permanent and no longer subject to refund for any reason. In no case shall refunds be made which exceed in total the total amount of Construction Payment made by any customer. In no event shall any customer who has terminated service be eligible for any refund after such termination.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

CALCULATION AND PAYMENTS OF REFUNDS - Cont'd

PLAN A - PERMANENT SERVICE

Construction Payments made under a Plan A extension shall be subject to refund without interest during the five-year period following the Extension Completion Date as follows:

For each additional Permanent Service customer connected directly to a gas Distribution Extension upon which there is unrefunded Construction Payment remaining, Company will recalculate the extension considering the costs of any additional facilities and considering the Construction Allowance provided by such additional customer or customers, as well as appropriate sharing of Construction Payment requirements among all customers to be served by the gas Distribution Extension. Construction Payments or executed Construction Payment Agreements that are required of each additional customer or customers must be made prior to connection of gas service laterals. Refunds of customer Construction Payments or the reduction or elimination of the Construction Payment Agreement amounts, where appropriate, will be calculated and paid or adjusted once each year during the refund period and at a time determined by Company. Each customer having made a Construction Payment will receive as a refund the amount necessary, if any, to adjust his Construction Payment to the proper level considering the additional customers served from the extension and considering the Construction Allowance effect, if any, from a subsequent extension.

In the case of a subsequent extension made from an extension on which there are remaining unrefunded customer Construction Payments and where the initial calculated Construction Allowance from customers on said subsequent extension would exceed the construction costs for such extension, the excess Construction Allowance will be credited to the extension on which there is remaining unrefunded customer Construction Payments and become a part of the annual refunds made thereon.

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TERMS AND CONDITIONS

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SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

CALCULATION AND PAYMENTS OF REFUNDS - Cont'd

PLAN A - PERMANENT SERVICE - Cont'd

Additional customers of an Indeterminate Service or Temporary Service classification can be served from a Plan A extension on which unrefunded customer Construction Payments remain only after first allocating a portion of the construction costs of the Plan A extension on a permanent basis to such Indeterminate Service or Temporary Service customers. The portion of customer Construction Payments required from such Indeterminate Service or Temporary Service customers resulting from said allocation will correspondingly reduce the responsibility of customers on the Plan A extension and become a part of the annual refund made to such customers.

PLAN B - INDETERMINATE SERVICE

Construction Payments made under a Plan B extension for real estate or land development shall be subject to refund without interest during the five-year period following the Extension Completion Date as follows:

At the end of each year for five-years following the Extension Completion Date a refund will be made based on the additional Construction Allowances for additional customers served from the extension after first increasing the original extension costs and customer payment requirements to reflect additional service lateral investments.

Customers of a Permanent Service or Temporary Service classification can be served from a Plan B extension on which Construction Payments remain only after first allocating a portion of the costs of the Plan B extension on a permanent basis to such Permanent Service or Temporary Service customers. The portion of customer Construction Payments required from said Permanent Service or Temporary Service customers resulting from said allocation will then become a part of an annual refund as determined by Company to be made to customers on the Plan B extension, and would be in addition to the amount of refund based on Construction Allowance being made otherwise.

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SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

PLAN C - TEMPORARY SERVICE

No refund of Construction Payments for Temporary Service will be made unless the subject extension is subdivided by the addition of Permanent Service or Indeterminate Service customers or in the event that the Temporary Service customer is reclassified as an Indeterminate Service customer as follows:

Customers of a Permanent Service or Indeterminate Service classification can be served from a Plan C extension only after first allocating a portion of the costs of the Plan C extension on a permanent basis to such Permanent Service or Indeterminate Service customers. The portion of customer Construction Payments required from said Permanent Service or Indeterminate Service customers resulting from said allocation will be refunded to customers on the Plan C extension.

A Temporary Service customer continuing to require service after an eighteen-month period will be subject to reevaluation as to the nature of service. If appropriate, such customer and the associated construction will be reclassified as Indeterminate Service with costs and refund considerations being reevaluated as Indeterminate Service based on the original extension costs and completion dates. In no event shall the total amount refunded to any customer exceed the total Construction Payment made by that customer.

REINFORCEMENTS

Where gas distribution system reinforcement is required for serving a residential Applicant's total requirements, Company will make such reinforcements at its expense. For other classes of service any required reinforcement shall generally recognize the construction cost, Construction Allowance and customer Construction Payment provisions of this extension policy in accordance with individual agreements between Applicant and Company based upon the amount, character and permanency of the load.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

EXCEPTIONS

- a) In situations where the extension is of such length and the prospective customer(s) revenue temporarily or permanently to be derived therefrom is so limited as to make it doubtful whether necessary fixed costs on the investment would be earned, Company reserves the right to require Applicant or Applicants to pay Company, in advance, all construction costs and, in addition, contract to pay Company annually an amount to cover the cost of depreciation, taxes, operation and maintenance of such facilities.
- b) In situations involving extensions of considerable length, where the economics are improved by existing customers that would convert to natural gas service, the Company may provide service under the following conditions: individual construction payments will be based upon the estimated construction costs and the existing and potential customers units over a given time period not to exceed five (5) years. The estimated construction costs will include the cost of funds utilized during said time period. The extension will remain open until either the existing and potential units are connected or the time period used to estimate the Construction Payment has elapsed, whichever is longer. Construction Payments made in accordance with exception subpart B will not be subject to refund.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

APPLICABILITY LIMITATION

The foregoing extension policy applicability is limited by the following conditions: The Company's estimated construction costs and customer deposit requirements as calculated for each extension will become void following a period of 120 days from the time an extension request is received by Company or a period of 60 days following a written estimate being provided by Company, whichever period ends later. If an extension agreement in writing is not fully executed before that time it will be necessary, at the Company's option, to either extend said time period or for new estimates to be made incorporating the then current construction costs and also incorporating the then effective terms and conditions of the Company's extension policy as on file and in effect with the Commission. Construction estimates will not be made for any portion of a construction project that cannot be completed in a normal manner, i.e., following accepted construction practices, within 120 days after execution of the extension agreement, which amount will be determined in an engineering estimate prepared by the Company at the time the written estimate is prepared and such amount will be specified in the written estimate. Any construction which is not completed in a normal manner, i.e., following accepted construction practices, within the 120-day period from the execution of the extension agreement will be deleted from the agreement and deposit requirements will be adjusted accordingly, unless the delay is caused by the Company, in which event the deposit will become interest bearing, the Company to pay interest at the rate it currently pays on residential security deposits, and the construction will not be deleted from the agreement.

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TERMS AND CONDITIONS

NATURAL GAS SERVICE

SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

CONSTRUCTION ALLOWANCE BY SERVICE CLASS

<u>Service Class and Rate Schedules</u>	<u>Construction Allowance</u>
Residential	\$6684
Small Commercial	\$78.63/per Dth of annual usage
Large Commercial	\$78.63/per Dth of annual usage
Transportation	

The Construction Allowance per dekatherm annual usage for Firm Transportation will be calculated by multiplying the commercial Construction Allowance for the appropriate Division by the ratio of the FT Commodity Rate divided by the Commercial Distribution Charge. The FT Commodity Rate may be discounted, and the FT Construction Allowance for installation of facilities to serve a Customer receiving a discounted rate will be reduced by the same percentage that the rate is discounted.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

These General Terms and Conditions apply to Residential Service in all territory served by the Company.

DEFINITION

Residential service means utility service provided to a dwelling. It includes service provided for a nonresidential purpose, if a residential dwelling is receiving service on the same meter.

SPECIAL RULES

Residential Service rates are not applicable to service for commercial enterprises, except as specifically provided herein. The term commercial enterprises includes but is not limited to clubs, fraternities, sororities, lodges, hotels, apartment houses with five or more rental dwelling or living units, rooming or boarding houses as defined below, motels, mobile home parks with central or district style heating, campgrounds, multi-family dwellings where five or more dwelling or living units are served through a single meter, schools, municipal buildings, churches, institutions, greenhouses, dairies, manufacturing, agricultural, livestock production, mining, oil and gas extraction, construction, communication, transportation, etc.

Rooming or Boarding Houses

Where three or more individual rooms in a private residence or other building are used as tenant sleeping rooms or are for rent, and the entire residence or building is supplied through one meter, such residence or building shall be classified as a commercial enterprise.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

DEPOSITS FROM RESIDENTIAL CUSTOMERS

The Company's requirement for a deposit from a residential customer shall be governed by the MPUC Rules and Regulations, Chapter 815.

INTEREST ON DEPOSITS

The Company will pay interest on all customer cash deposits at such rate and interval as specified by MPUC Rules and Regulations, Chapter 870. The Company will apply any newly specified rate to all deposit amounts on bills issued after the effective date of the new rate.

The Company shall issue a receipt to every customer from whom a cash deposit is received. The Company shall not refuse to return a cash deposit or any balance to which a customer may be entitled solely on the basis that the customer is unable to produce a receipt.

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**SUMMIT NATURAL GAS OF MAINE, INC.**

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

DISCONTINUANCE OF SERVICE BY COMPANY - RESIDENTIAL

The Company's procedure for discontinuance of service for a residential customer shall be governed by the MPUC Rules and Regulations, Chapter 815.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

RESTORATION OF SERVICE - RESIDENTIAL

The Company's procedure for restoration of service for a residential customer shall be governed by the MPUC Rules and Regulations, Chapter 815.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

RESIDENTIAL

BUDGET BILLING PLAN

Customers served under Residential/Commercial service rates who have no Notice of Discontinuance of Service pending may elect, at their option, to pay monthly bills for service on a Budget Billing Plan beginning with any billing month. Any customer electing the Budget Billing Plan will pay a monthly amount equal to the total of his/her most recent twelve months' bills divided by a current calculation factor. This calculation factor is subject to change by the Company as conditions warrant. Said monthly payment shall be made for eleven successive months with the twelfth month's payment being a settlement amount equal to the difference between the total of the prior eleven months' payments and the actual billings for the twelve month period. If the settlement amount is a credit balance the the balance will be taken into account when calculating the next budget bill year or, if the Customer chooses not to participate in the next Budget Bill Plan year, Company will issue a check to the customer in the amount of the credit balance in the next billing cycle. If the settlement amount is a debit balance owed by the customer the total balance taken into account when calculating the next Budget Bill Plan year or, if the Customer chooses not to participate in the next Budget Bill Plan year, the total balance will be due and payable in the next billing cycle. The customer may continue on the Budget Billing Plan for succeeding years, in which case the settlement month for each year will occur in twelve month cycles starting with the beginning month.

If a customer electing the Budget Billing Plan fails to pay the budget billing obligation in any month, normal collection procedures shall be applicable for the outstanding budget billing amount. Upon termination of service of a customer on the Budget Billing Plan, the customer is subject to removal from the plan and the entire outstanding amount of the account for actual usage shall be due and payable.

The monthly budget billing amount will be adjusted for changes in the Company's base rates and for unusual changes in CGA levels due to major purchase gas cost changes from the Company's gas suppliers authorized by appropriate regulatory agencies. No adjustment in monthly budget billing amounts will be made for normal CGA changes. Changes in CGA levels shall be considered unusual when such changes would result in a 10% or more increase or decrease in customer's anticipated annual billing for gas service.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

COMMERCIAL

DEPOSITS FROM NON-RESIDENTIAL CUSTOMERS

The Company's requirement for a deposit from a non-residential customer shall be governed by the MPUC Rules and Regulations, Chapter 815.

INTEREST ON DEPOSITS

The Company will pay interest on all customer cash deposits at such rate and interval as specified by MPUC Rules and Regulations, Chapter 870. The Company will apply any newly specified rate to all deposit amounts on bills issued after the effective date of the new rate.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

COMMERCIAL

COMMERCIAL DEPOSITS AND REFUNDS

The Company will pay interest on all cash deposits at such rate and interval as specified by Chapter 870 of the MPUC Rules and Regulations.

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

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GENERAL TERMS AND CONDITIONS

NATURAL GAS SALES SERVICE

COMMERCIAL

RESTORATION OF SERVICE - COMMERCIAL

The Company's procedure for restoration of service for a commercial customer shall be governed by the MPUC Rules and Regulations, Chapter 815.



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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS

Allocation(s) - Actual quantity of Shipper's gas supplies, as determined by Interconnecting Party(s), to be delivered to the Company for a specified Service and /or Interconnecting Party's agreement for a specific time period.

Btu - "Btu" shall mean one (1) British thermal unit (International Table), which is the amount of energy equivalent to 1,055.056 Joule, as specified in Gas Processors Association Publication 2145-93 ("Table of Physical Constants of Paraffin Hydrocarbons and other Components of Natural Gas") or subsequent amendments as may be adopted by the Company. One (1) MMBtu shall mean one million (1,000,000) Btu

Capacity Interruption - The discontinuance of transportation service due to Company's inability to provide such service due to capacity constraints on the Company's System. The phrase "Capacity Interruption" shall have the same meaning as "Interruption".

Category One Receipt Point List - A List of Receipt Points available for interruptible deliveries on Company's System. This list will be included as an Exhibit to the Service Agreement.

Category Two Receipt Point List - A list of Receipt Points that from time-to-time may be available on an interruptible basis for deliveries to Company's system. This list will be included as an Exhibit to the Service Agreement. These points may require the Company to provide displacement service and must be approved in advance by Company.

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS - Cont'd

Cubic Foot of Gas - For the purpose of gas volume determination, one "cubic foot" of gas shall mean the amount of gas which occupies a volume of one (1) cubic foot the actual metering pressure and temperature. For the purpose of gas administration (balancing, billing, reporting), suitable correction factors for each rate class shall be applied to the determined volumes. Ccf means one hundred (100) cubic feet. Mcf means one thousand (1,000) cubic feet. Mmcf means one million (1,000,000) cubic feet.

Date of First Delivery - The date when Company first delivers Shippers' gas under a Gas Transportation Service Agreement, at the individual Delivery Point(s), as specified in an Exhibit to the Service Agreement.

Day - A period of 24 consecutive hours, beginning at 12:00 p.m. noon Mountain Standard Time, or such other consecutive 24-hour period designated by Company.

Dekatherm (Dth) - The energy equivalent to 10 therms, or 1,000,000 Btu (MMBtu). One (1) therm is the equivalent to 100,000 Btu.

Delivery Point(s) - The point(s) where Company delivers gas to the Receiving Party as specified in an Exhibit to the Service Agreement.

Firm Capacity - The maximum Peak Day Quantity contracted by a Shipper to reserve space in Company's System, expressed in Dekatherms.

Firm Supply - The maximum Peak Day Quantity contracted by a Shipper to reserve supplies of natural gas in the event that adequate supplies of Shipper's Gas are not available for receipt by Company, expressed in Dekatherms.

Fuel Reimbursement - A quantity of gas, equal to a percentage of the quantity of Shipper's gas delivered to Company, to compensate Company for fuel required for transportation service hereunder.

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS - Cont'd

Imbalance - The difference between the quantity of Shipper's Gas allocated by the Interconnecting Party(s) at the Receipt Point(s) less Fuel Reimbursement and the quantity of gas delivered to the Receiving Party at the Delivery Point(s) for Shipper's account as determined by Company. In the event supplies of Shipper's Gas are not available for receipt by Company but Receiving Party is authorized to receive Backup Supply Sales Gas, the quantity of such gas received from Company shall be subtracted from the quantity of gas consumed by the Receiving Party at the Delivery Point(s) before the existence of an Imbalance is determined.

Imbalance Resolution Gas - The quantity of gas necessary to correct previous months' cumulative Imbalance between Company and Shipper.

Interconnecting Party(s) - The point of interconnection between the facilities of the Company and the Interconnecting Pipeline, Local Distribution Company, residue plant, wellhead, or any other physical or contractual sources of Shipper's gas supply.

Maximum Daily Transportation Quantity - (MDTQ) is the maximum daily quantity of gas expressed in Dekatherms which Company agrees to transport to Shipper as set forth on an Exhibit to the Interruptible Service Agreement.

MMBtu - One million Btu.

Month - The period beginning at 12:00 p.m. noon on any day of a calendar month and ending at 12:00 p.m. on the same day of the succeeding calendar month (Eastern Standard Time), or such other consecutive monthly period designated by Company.

Nominations. The Quantity of gas supplies requested to be transported on the Company's System for a specific day. Nominations are to be adjusted to include Fuel Reimbursement and shall be made on a Dekatherm basis.

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS - Cont'd

Peak Day Quantity - (PDQ) is the maximum daily quantity of gas expressed in Dekatherms which Company agrees to transport or sell, if applicable, to Shipper as set forth on an Exhibit to the Firm Service Agreement.

Primary Receipt Point(s) - Receipt Point(s) specified in the Firm Transportation Service Agreement as Primary Receipt Point(s) where Receiving Party is entitled to firm service on Company's System. Primary Receipt Point(s) will be identified in an Exhibit to the Service Agreement.

Psia - Pressure in points per square inch absolute.

Receipt Point(s) - The point of interconnection between the facilities of the Company and the Interconnecting Party(s) wherein the Company receives gas for the account of Shipper for transportation on its System, as specified on an Exhibit to the Service Agreement.

Receiving Party(s) - The party or parties that receive gas from Company at the Delivery Point(s) as specified in an Exhibit to the Service Agreement.

Request for Gas Transportation Service - A written request for transportation service submitted by any prospective Shipper as provided in these General Terms and Conditions.

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS - Cont'd

Restricted Delivery Day - A Day when deliveries of transported gas supplies to the Shipper are limited to the Nomination, or the quantity allocated by the Interconnecting Party(s), whichever is lower for the particular Day. Any consumption by the Receiving Party(s) under a Service Agreement exceeding that quantity will be sold to the Shipper at the appropriate Backup Supply Sales Charge up to that quantity permitted under Service Agreement or, if above those quantities, at the Unauthorized Overrun Commodity Sales Charge.

Secondary Receipt Point(s) - Receipt Point(s) which are not specified in the Firm Transportation Service Agreement as Primary Receipt Point(s). Subject to prior approval of Company, Shipper may request, pending approval by Company, to shift firm capacity designated by Company. Shipper forfeits the equal amount of capacity at the primary receipt point that was shifted from primary receipt point to secondary receipt point(s) for the period of time designated by Company.

Shipper - Any party who has executed a Service Agreement with Company. Shipper may or may not be the Receiving Party.

Supply Curtailment - The discontinuance of transportation or sales service as a result of the inability of Company to provide such service due to non-receipt of Shipper's Gas or the lack of availability of Companies gas supply, respectively. The phrase "Supply Curtailment" shall have the same meaning a "Curtailment".

System - The pipelines, compressor stations, regulator stations, meters, gas processing facilities and other related facilities owned by Company and utilized in providing transportation service.

Year - A period of 365 consecutive days or 366 consecutive days if such period includes February 29, beginning at 12:00 p.m. noon Eastern Standard Time on any given day.

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GAS TRANSPORTATION TERMS AND CONDITIONS

CONDITIONS OF GAS TRANSPORTATION SERVICE

Pressure at Delivery Point(s) - Unless otherwise agreed upon, Company shall cause the gas to be delivered at each Delivery Point at such pressures as may prevail from time to time in Company's system.

Pressure at Receipt Point(s) - Shipper shall deliver or cause gas to be delivered at each Receipt Point at a pressure sufficient to allow the gas to enter Company's System. Shipper shall not, except by mutual written agreement, be required or permitted to deliver the gas at any Receipt Point at a pressure in excess of the maximum allowable operating pressure of Company's System as established by the Company.

Prior to commencement of service hereunder, Shipper shall have completed a Request for Gas Transportation Service and shall have executed a Service Agreement.

Requests for Transportation Service -

(a) Shipper shall submit to Company a Request for Gas Transportation Service. The request will either be approved or denied, by Company within sixty (60) days of the receipt thereof. If as a condition for approval, additional facilities are required, Company will specifically set forth the estimated costs of said facilities and any additional charges. The written notice of approval shall also set forth the cost, if any, of conversion from sales service. If denied, written notification will be provided to Shipper detailing the reasons for denial, as well as an explanation of what changes would be necessary to enable Company to provide the requested service, as well as any additional charges therefore;

(b) All requests for Transportation service shall be submitted in writing to Company in the form included in these General Terms and Conditions or a facsimile thereof:

(c) Company shall endeavor to provide service within the time specified in the written request, but shall not be obligated to do so. Requests shall be considered received only if the information specified in the Request for Transportation Service is provided.

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GAS TRANSPORTATION TERMS AND CONDITIONS

CONDITIONS OF GAS TRANSPORTATION SERVICE - Cont'd

Gas Transportation Service Agreement (Service Agreement) - Upon Company approval of Request for Gas Transportation, Company shall tender Shipper a Service Agreement in accordance with these gas transportation terms and conditions. Any changes to Service Agreement shall be accomplished through an amendment executed by both Shipper and Company.

Initiation of Service - Within thirty (30) days of Shipper's receipt of an executable Service Agreement from Company, Shipper shall execute and deliver to Company such Service Agreement. A Shipper entitled to receive transportation service under an interruptible transportation rate schedule must tender gas for transportation within thirty (30) days after receipt of any necessary regulatory approvals, installation of facilities by Company, or the execution date of the Service Agreement, whichever is later. If Company has not received an executed Service Agreement within the required time Company shall have the right to terminate the Service Agreement.

New or Additional Facilities - After initiation of service, Shipper and Company agree to negotiate payment, either directly or through a rate surcharge, to cover any costs for any new or additional facilities which may be required to accomplish expanded transportation service hereunder. If such new or additional facilities are required at any time during the term of this Service Agreement, Company shall inform Shipper of the need for such facilities, the installation cost and any related monthly specific facility charges or other miscellaneous charges associated with said facilities. Such charges will be specified on an Exhibit to the Service Agreement. Shipper shall have sixty (60) days from the date of said notification in which to approve the expenditure for such additional facilities. Should Shipper decide not to approve the installation of said new or additional facilities, Company shall have the right to terminate the Service Agreement. If Shipper approves installation of such facilities, Shipper shall make full payment for such additional facilities, unless otherwise provided in the Service Agreement, including the income tax consequences associated with such payment. All Facilities installed by Company shall continue to be owned, operated and maintained by Company.

AUTOMATED METERING - The Company will install a device that the Company will attach to its metering equipment at the Point of Delivery for the purpose of monitoring Gas Usage. The Customer shall be responsible to supply a dedicated electrical supply and a telephone line at a location acceptable to Company and capable of transmitting information collected from the monitoring device to the Company's computer system. The Customer shall be responsible for the maintenance and service of the telephone line.

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GAS TRANSPORTATION TERMS AND CONDITIONS

AUTOMATED METERING - Cont'd

Should a dedicated phone line be required, it is the responsibility of the Customer to schedule the installation, and the Customer is responsible for any associated costs including the monthly service charge. Transportation service shall not commence until the automated metering equipment is in place and operational.

SHIPPER'S RESPONSIBILITY

Shipper is responsible for obtaining Shipper's Gas, nominating receipts and deliveries, managing Imbalances and payment of all costs of such gas from sources other than Company, and for the transportation of such gas to Company's Receipt Point(s) from the Interconnecting Party(s). Shipper's Gas received by Company for transportation for Shipper or Receiving Party shall meet all quality specifications as specified in Gas Quality section included in these terms and conditions.

Company shall not be required to perform transportation service if Shipper fails to comply with the terms of its Service Agreement, the applicable Rate Schedule and these General Terms and Conditions.

NOMINATIONS

- a) Shipper shall nominate to Company, up to Shipper's Peak Day Quantity or Maximum Daily Transportation Quantity, daily quantity requirements to be transported through the Company's System. These Nominations shall include Receipt Point(s), deliveries to the Company from the Interconnecting Party(s), and an allocation of Receipt Point quantities requested for delivery to each Receiving Party. On any Restricted Delivery Day, Company will deliver those quantities nominated or the amount allocated by the Interconnecting Party(s), whichever is lower.
- b) Daily nominations will be accepted, scheduled and confirmed in the following order:
  - 1. Firm Transportation Service at Primary Receipt Point(s);
  - 2. Firm Transportation Service at Secondary Receipt Point(s);
  - 3. Interruptible Transportation Service at Category One and Category Two Receipt Point(s);
  - 4. Authorized Overrun Deliveries for Firm and Interruptible Transportation Service Agreements; and
  - 5. Imbalance Resolution Gas. Nominations are subject to the approval of Company.

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATIONS

- c) Shipper may request changes in Primary Receipt Point(s). Requests for such changes shall be made in writing no less than fifteen (15) business days prior to the beginning of month in which the change will be effective. Transporter shall grant such changes if the direction of the gas flow is unchanged, capacity is available, and the change can be made without adversely affecting system operations or other firm obligations at the new or existing Primary Receipt Point. In no event shall Shipper be entitled to more Transportation Service than is provided for under the Service Agreement.
- d) Nominations for service at Secondary Receipt Point(s) shall be made in accordance with Company's Nomination Procedures and shall identify reserved capacity being shifted from Primary Receipt Point(s). In the event that Company is unable to confirm a secondary receipt point nomination on a firm basis, Company may offer Shipper the secondary receipt point capacity on an interruptible basis, but with no rate reduction. In no event shall Shipper be entitled to more Firm Transportation Service than is provided for under the Service Agreement.
- e) All nominated quantities will be expressed in Dekatherms per day; and shall include Fuel Reimbursement.
- f) Shipper and Company will designate in writing their authorized personnel and alternates and their respective telephone numbers to make and accept Nominations, including any future changes of such designation.
- g) Shipper shall provide Company separate Nominations for the purpose of scheduling Imbalance Resolution Gas. Imbalance Resolution Gas shall be the last nominated quantity confirmed by Company and the first gas interrupted by Company in the event of a Capacity Interruption.
- h) Failure of Shipper to provide daily Nominations to Company may result in gas being sold to the Shipper, if available, at the appropriate Backup Supply Sales Charge in addition to any other applicable charges.
- i) Company is not responsible for ensuring that the nominated quantities are actually tendered at the Receipt Point(s) or that calculations developed for or by Shipper are correct.
- j) In the event that Company determines that an emergency or other extenuating circumstances exist, Company may modify nomination procedures.
- k) Nominations will be accepted by Company in writing.

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATIONS - Cont'd

Nomination Procedures.

Daily Nominations for the first day of the month shall be tendered in writing in a format requested by Company and shall be received no later than 10:30 a.m., four (4) business days before the first day of the succeeding month.

Company will confirm or deny these nominations no later than two (2) business days before the first day or the succeeding month, after 2:00 p.m. If Company does not confirm Nominations, Shipper may re-nominate gas for delivery on the first day or the month at Receipt Point(s) listed on the Primary or Category One Contractual Receipt month at Receipt Point(s) listed on the Primary or Category One Contractual Receipt Point List no later than one (1) business day before the first day of the succeeding month by 10:30 a.m.

Nominations for days other than the first day of month or revisions to daily quantities and/or Interconnecting Party(s) contract number(s) previously submitted shall be received in writing no later than 1:30 a.m., two (2) business days before the date of the effective change.

Re-Nomination Changes by Shipper.

Nominations previously submitted and confirmed, in accordance with Company's nomination procedures, for any Tuesday gas day may be re-nominated no later than 8:30 a.m. on the immediately preceding Monday and shall be submitted in writing. Shipper is responsible to notify the Interconnecting Party(s) to make corresponding confirmations of supply re-nomination to Company no later than 9:30 a.m. on Monday. Any re-nominations not confirmed by the Interconnecting Party(s) on or before 9:30 a.m. shall be deemed denied. In no event shall re-nominations bump quantities already previously scheduled and confirmed for Tuesday.

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GAS TRANSPORTATION TERMS AND CONDITIONS

NOMINATIONS - Cont'd

Nomination Confirmations.

Nominations made in accordance with the above procedures will not become effective until Company has confirmed the nominated receipts with the Interconnecting Party(s). Shipper is responsible to notify the Interconnecting Party(s) to make corresponding confirmations of supply to Company.

Any discrepancy in Nominations that cannot be resolved shall result in Shipper receiving the lesser of these two quantities: Shipper's Nominations to Company or Interconnecting Party(s) confirmation.

Nomination Changes By Company.

If, on any day, Company determines that there is an under delivery of natural gas into Company's System from an Interconnecting Party(s), Company shall have the right to make adjustments to Shipper's Nominations to more accurately reflect actual deliveries of supply into Company's System.

ALLOCATIONS

Unless otherwise agreed, allocations at the Company's Receipt Point(s), less Fuel Reimbursement, will be based on the lower of the three; (i) Nominations to Company or (ii) confirmed Nominations or (iii) Allocations provided by Interconnecting Party(s). The difference between allocation, less Fuel Reimbursement at the Receipt Point(s) and daily measurement determinations at the Delivery Point(s) will be considered the Imbalance. Delivery Point allocations and Imbalances will be determined by Company on a daily basis or otherwise specified. Imbalance Resolution Gas shall be deemed last through the meter in determining the amount of a Shipper's Imbalance.

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DETERMINATION OF QUANTITIES TRANSPORTED

Quantity determinations shall be done in accordance with Company's Terms and Conditions for Natural Gas Service, and Quantities will be apportioned in Gas Day increments. Determinations may be adjusted by Supply Curtailments or other restriction. Quantities consumed in excess of confirmed Nominations or allocations during any restricted period will be sold to the Shipper at the appropriate Backup Supply Sales Charge up to that quantity permitted under Service Agreement or, if above those quantities, at the Unauthorized Overrun Commodity Sales Charge. Sales quantities consumed during any such restricted period shall not be made up through Imbalance provisions. Shipper agrees to accept the accounting by Company of daily quantities of Shipper's Gas received by Company.

BALANCING SERVICE

The Customer shall use its best efforts to achieve a balance between its gas deliveries and requirements on a daily basis. On any given Gas Day in the month, should the Company be in a penalty situation with its upstream pipelines, the Company shall assign imbalance penalties assessed to the Company by upstream pipelines to Sales and Transportation Customers, based on the extent that each group caused such penalties. The portion of any such penalties assigned to Transportation Customer shall be further assigned to individual Transportation Customers based on the extent to which each Transportation Customer caused such penalties. The penalties, if any, assigned to each Transportation Customer, shall be assessed on the Customer's monthly bill with appropriate supporting documentation.

Notices posted on the electronic bulletin board of Customer's Transporting Pipeline that require Customer to adhere to a maximum hourly flow rate, shall also be deemed notification to Customer that maximum hourly flows will be in effect on Company's distribution facilities. Hourly flows will be established by Company personnel based on an allocation of even hourly flows of daily receipts of gas scheduled in the relevant period in accordance with the applicable pipeline's transportation tariff. All gas usage in excess of Customer's Maximum Hourly Flow rate will be subject to an unauthorized overrun penalty of \$20.00 per Dth. Company will make a best effort attempt to notify Customer of its Maximum Hourly Flow; however, it is Customer's responsibility to contact Company personnel to obtain its Maximum Hourly Flow.

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GAS TRANSPORTATION TERMS AND CONDITIONS

MONTHLY CASH OUT OF IMBALANCES

The Customer shall use its best efforts to achieve a balance between its gas deliveries and requirements on a monthly basis. Imbalances between the volumes of gas delivered for the Customer net of the applicable fuel reimbursement and the volumes of gas used by the Customer will be cashed-out each month so that no imbalances will be carried forward to subsequent months. Monthly imbalance penalties associated with the cash-out mechanism are based on the relative magnitude of the imbalance compared to Customer's actual usage. Imbalances of less than the monthly tolerance of 5% are not subject to a monthly imbalance penalty.

The Company shall purchase all positive Period Imbalance quantities at the prices listed below:

Imbalance Levels	Prices for Period Imbalances
0% to <5%	100% Period Index Price
>5% to <10%	90% Period Index Price
>10% to <15%	80% Period Index Price
>15% to <20%	70% Period Index Price
>20% to <25%	60% Period Index Price
>25%	50% Period Index Price

The Customer shall purchase all negative Period Imbalance quantities at the prices listed below:

Imbalance Levels	Prices for Period Imbalances
0% to <5%	100% Period Index Price
>5% to <10%	110% Period Index Price
>10% to <15%	120% Period Index Price
>15% to <20%	130% Period Index Price
>20% to <25%	140% Period Index Price
>25%	150% Period Index Price

If at anytime during the month, Customer's total imbalance level exceeds 30% of the total amount used in the prior month, the Customer will be required, upon 48 hours prior notice from the Company, to initiate corrective actions to balance its account within the following 10-day period.

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GAS TRANSPORTATION TERMS AND CONDITIONS

EXCHANGE OF IMBALANCES

Customers may enter into agreements to trade offsetting imbalances up until two days after the close of the billing period during which the imbalances occurred. Upon Customer's request, Company will provide Customer with data on the imbalances of other Customers that have previously authorized such disclosure. All imbalance exchange transactions must be confirmed to the Company in writing by both parties on or before the third day after the close of the billing period. Any Customer trading an imbalance may trade up to but not beyond a zero balance. The Company has the right to reject any proposed trade arrangement if the marginal cost of the overtake quantity is significantly different from the avoided cost of the undertake quantity. By approving the proposed trade arrangement, the Company assumes no responsibilities for enforcing any of the terms of the arrangement between the parties to any such agreement.

LIMITATION OF BALANCING SERVICE

If the Company determines, at its sole discretion, that a transportation Customer is intentionally acting so as to financially gain from the provisions for Monthly Imbalance Charges or Credits as provided for in the Company's Transportation Terms and Conditions, the Company shall, upon such determination, first provide an Initial Notification of Balancing Limitations by telephone or electronic mail. The Initial Notification shall include a description of corrective actions that the Customer must take, and shall have a deadline of not less than twenty-four (24) hours for initiating the corrective actions. If the transportation Customer does not satisfy the requirement set forth in the Initial Notification, the Company shall issue a Second Notification of Balance Limitations. Starting with the first full month following the issuances of the Second Notification, the Period Index Prices for positive imbalance quantities provided for above shall be increased by a Balancing Surcharge of up to 25% of the Company's most recently filed CGA and the Period Index Prices for negative imbalance quantities provided for above shall be decreased by a Balancing Surcharge of up to 25% of the Company's most recently filed CGA. The Balancing Surcharge shall remain in effect until the transportation Customer satisfies the provisions of the Initial Notification of Balancing Limitations. The company may charge the Balancing Surcharge starting with the first full month after issuing a Notification of Balancing Limitations - Repeat Offender to any Customer that has been issued an Initial Notification according to the provisions of this section one (1) time previously in the last thirty (30) days or two (2) times previously in the last ninety (90) days. The Balancing Surcharge shall remain in effect until the transportation Customer satisfies the provisions of the Notification of Balancing Limitations - Repeat Offender. The Company's determination as to restrictions on Balancing Services pursuant to this section may be appealed to the Commission.



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GAS TRANSPORTATION TERMS AND CONDITIONS

BALANCING UPON TERMINATION

Upon termination or cancellation of the Service Agreement, if transportation service is not continued under another Service Agreement, any under-deliveries shall be eliminated at the earliest practicable date, not to exceed ninety (90) days following such termination or cancellation. If at the end of the ninety (90) day period an under-delivery exists, then, as appropriate, Company shall sell to Shipper such quantities which are due Shipper and Shipper shall purchase from Company such quantities in accordance with the terms and conditions of the under-deliveries of Shipper's Gas Supplies section of these terms and conditions. If the imbalance is caused by an over-delivery of Shipper's gas then Company shall eliminate any over-deliveries by purchasing any quantities which are due Shipper at the next billing cycle in accordance with the terms and conditions of over-deliveries of Shipper's Gas Supplies section of these terms and conditions.

If Service Agreement is terminated and service continues under another Service Agreement, the Imbalance will be transferred to new Service Agreement and the Balancing Service provisions shall apply.

IMBALANCES DUE TO MEASUREMENT OR NOMINATION ENTRY ERROR

If an inaccuracy occurs as a result of an error in measurement devices, billing errors or errors in the entry of nominations by Company, the Company will correct measurement, billing statement nomination entries were incorrectly entered by Company for the Shipper to correct the Imbalance. In no event shall this period be longer than six months for the shipper to correct the Imbalance. After such period, any Imbalance will be subject to the Balancing Service provisions of these terms and conditions

FAILURE OF SHIPPER'S SUPPLY

Should Shipper fail to cause Shipper's Gas to be supplied to Company for transportation, Shipper will immediately notify Company of this condition. As soon as practicable, Company will determine if sufficient supply of gas from the Company's sales supply is available to replace Shipper's gas, and if so, Company may offer to provide continued service under the provisions of the Company's LCG service.

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GAS TRANSPORTATION TERMS AND CONDITIONS

SUPPLY CURTAILMENTS

Company will, within a reasonable time, confirm with Interconnecting Party(s) an Interconnecting Party(s)'s Supply Curtailment of a Shipper's gas supplies. If a Shipper's gas supplies are curtailed, Company will accept, until 8:30 a.m. prior to the start of such gas day, revised Nominations that conform with the receipt quantities confirmed by the Company from the curtailed Interconnecting Party(s). The Company will also allow resourcing of curtailed quantities from existing or new Receipt Point(s), provided the revised Nomination is submitted no later than 8:30 a.m. before the start of such gas day. Shipper is responsible to notify the Interconnecting Party(s) to make corresponding confirmations of supply to Company no later than 9:30 a.m. before the start of such gas day. Any revised nomination not confirmed by the Interconnecting Party(s) on or before 9:30 a.m. shall be deemed denied. In no event shall revised nominations bump quantities already previously scheduled and confirmed for such gas day.

In the event of an emergency, the Company will accept, for one (1) hour, revised Nominations that conform with the receipt quantities received by the Company from the curtailed Interconnecting Party(s).

RESTRICTED DELIVERY DAY

In the event of Restricted Delivery Day the Company will attempt to post notice on its Electronic Bulletin Board by 4:00 p.m. the day prior to the implementation of the Restricted Delivery Day. At that time Company will accept, until 8:30 a.m. prior to the start of such gas day, revised Nominations. Shipper is responsible to notify the Interconnecting Party(s) to make corresponding confirmations of supply to Company no later than 9:30 a.m. before the start of such gas day. Any revised nomination not confirmed by the Interconnecting Party(s) on or before 9:30 a.m. shall be deemed denied. In no event shall revised nominations bump quantities already previously scheduled and confirmed for such gas day. In the event of an emergency, the Company may at any time call a Restricted Delivery Day and will post notice on its Electronic not accept revised nominations.

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GAS TRANSPORTATION TERMS AND CONDITIONS

CAPACITY INTERRUPTIONS

Company shall have the right to interrupt the transportation of gas for Shipper, when necessary, due to lack of capacity, or to test, alter, modify, enlarge, or repair any facility or property comprising a part of its System, or otherwise related to the operation thereof. Except in cases of emergency, the Company shall endeavor to give advance notice to Shipper of its intention to interrupt the transportation of gas, stating the anticipated timing and magnitude of such Capacity Interruption. Except as set forth above, Company shall have no other responsibilities to Shipper for any alterations or repairs and shall have no liability for any losses or damages whatsoever occasioned by such alterations or repairs.

PRIORITY OF SERVICE

Unless conditions otherwise warrant, Firm Gas Transportation Service shall have priority over Interruptible Gas Transportation Service. The Capacity Interruption of gas deliveries in whole or in part under these terms and conditions shall not be the basis for claims for damages sustained by Shipper or Receiving Party.

Specific Interruption of transportation service shall be made in the following order:

- a) Authorized Imbalance Resolution Gas under Firm and Interruptible Transportation Service Agreements prorated based on confirmed nominations for each Shipper;
- b) Authorized overrun Deliveries in excess of the Peak Day Quantity under Firm Transportation Service Agreements and the Maximum Daily Transportation Quantity under Interruptible Transportation Service Agreements prorated based on confirmed nominations.
- c) All other interruptible transportation service at a discounted rate by order of the rate being paid by Shipper for the transportation service from lowest to highest. If two or more Shippers are paying the same discounted rate then the Capacity Interruption shall be prorated based upon confirmed Nominations.
- d) All interruptible transportation service at the standard rate prorated on the basis of confirmed Nomination;
- e) All firm transportation service in accordance with the same system of class-by-class priorities as is applicable to Company's sales customers.
- f) Nothing in this provision shall limit company's right to interrupt service as necessary in order to ensure system integrity or to reflect the operational characteristics of Company's System.



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GAS TRANSPORTATION TERMS AND CONDITIONS

NOTICES

Except as otherwise provided, any notice, request, demand, statement, bill, or payment provided in the Service Agreement, or any notice that either party may desire to give to the other, shall be in writing and shall be considered as duly delivered or furnished when mailed to the address listed in the Service Agreement, or such other address as either of the parties shall designate in writing.

BILLING AND PAYMENT

Statements for transportation of Shipper's Gas under the appropriate transportation terms and conditions shall be rendered on a Dekatherm basis by Company to Shipper each Month following delivery. Any credits for purchases of oversupply of Shipper's Gas or charges for gas supplies sold by Company to the Shipper shall be reflected on each monthly statement.

Payment and Late Payment Charge

Bills for services provided shall be for a monthly period beginning on the first day of the month and are due and payable within ten (10) days from the date of the bill. Any amounts not paid on or before the due date of the bill shall be subject to a late payment charge of one and one half percent (1.5%) per month.

Failure to Pay Bills

If Shipper fails to pay for the services provided under these terms and conditions, then Company may discontinue service as provided in the applicable terms and conditions and in accordance with Company's Natural Gas Service Terms and Conditions.

Verification of Statements

Shipper and Company shall have the right to examine, for a period of two (2) years, books, records and charts of the other to the extent necessary to verify the accuracy of the statement, charge, or computation make under the provisions of these terms and conditions.

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GAS TRANSPORTATION TERMS AND CONDITIONS

BILLING AND PAYMENT - Cont'd

Deposits for Gas Transportation Service

A deposit may be required for any first time Shipper requesting gas transportation service. Any Shipper who has not received sales or transportation service from Company for a least twenty-four (24) months within the last three (3) years is considered a first-time Shipper. A deposit may also be required from existing Shippers if the Company reasonably determines that the Shipper's financial statements, commercial credit reports from a credit reporting agency, or other information relating to Shipper's financial status or if Shipper's recent payment records include recent or substantial delinquencies. The deposit shall be the sum of the estimated bill for ninety (90) days. Deposits will be increased for first time Shipper each time additional Receiving Party(s) is added to Service Agreement within the initial two (2) years period.

Shipper deposits for gas transportation accounts will be retained by the Company for a minimum period of two (2) years or until service is discontinued if sooner than two (2) years.

Any Shipper deposit required hereunder shall not be considered as advance payment or partial payment of any bill for service and shall not be transferable to another Shipper. The deposit is security for payment of service to be applied against unpaid bills only in the event service for the account on which the deposit was being held as security is discontinued.

A surety bond or irrevocable letter of credit from a financial institution will be accepted in lieu of a deposit but must be issued for an amount equal to the required deposit and be issued for a two (2) year period or at the discretion of Company. A credit report from a commercial credit reporting agency may also be accepted in lieu of a deposit.

Refunds of Deposits for Gas Transportation Service

Refunds of deposits for gas transportation service will be made following the two (2) year retention period in which the Shipper's most recent twelve (12) months' history indicates that service has not been discontinued for nonpayment and not more than two (2) Notices of Discontinuance have been mailed within the last six (6) months. Refunds will otherwise be made only at such time as service is discontinued and all outstanding bills have been paid.

Issue Date: 1/7/2013

Issued by: 

Effective Date: 1/29/2013

Title: Executive Vice President

**Docket No 2012-258**  
**Effective 1/29/13**

SUMMIT NATURAL GAS OF MAINE, INC.  
2 Delorme Drive  
Yarmouth, ME 04096

ME PUC No. 2016-00147

Cancels                      Revision 1    Sheet No. 80  
   Original    Sheet No. 80

GAS TRANSPORTATION TERMS AND CONDITIONS

Refunds of Deposits for Gas Transportation Service - Cont'd

An interest rate will be paid on Shipper deposits either in cash or by a credit to the Shipper's account. Interest will be paid upon refund of the deposit or annually upon request of a Shipper. An interest rate will be determined by the Commission by January 1 of each year and will be in effect from January 1 to December 31, and is subject to change each year.

FUEL REIMBURSEMENT FOR FIRM TRANSPORTATION


The Company shall retain a percentage of all gas delivered to the Point of Receipt by Customer's Transporting Pipeline, Fuel Reimbursement Rate, to compensate for the Company's system lost and unaccounted for gas. The Company's Fuel Reimbursement Rate shall be adjusted annually in accordance with the review and approval thereof by the Maine Public Utilities Commission at the time of each annual CGA filing.

QUALITY

Gas Receipts

Unless otherwise specified by Company, gas tendered to Company will conform with the quality specifications set forth under these terms and conditions and associated Transportation Service Agreement executed between Shipper and Company. Company has no obligation to accept gas of a lesser quality than that set forth herein below or to accept gas of a lesser quality than that which is to be delivered. Shall meet current gas quality specification of the Maritimes and Northeast Pipeline as shall be changed from time to time.

Docket No. 2016-00147  
Effective Date: February 27, 2017

Issued by:   
Title: President



PO Box 270868  
Littleton, CO 80127

Original Sheet No. 81  
Cancels Sheet No.

GAS TRANSPORTATION TERMS AND CONDITIONS

Liability

Company shall not be liable to Shipper of a third party for any damages incurred as a result of Company's refusal to receive gas that does not meet quality specifications. the shipper delivering as directly into Company's System shall indemnify, save, and hold harmless Company for any injury, damage, loss, or liability arising out of or relating to the Shipper's delivery of non-conformance gas.

Gas Interchangeability

For safe and efficient pipeline operations, gas received by Company must be interchangeable from a utilization basis with supplies in its System. Gas received by Company shall comply with the requirements set forth under the applicable Utilization Curve contained under an Exhibit to the Transportation Service Agreement, which is a general representation of the natural gas quality which is acceptable. Because the gas is interchangeable, Company reserves the right in all instances to evaluate gas composition to determine System compatibility and to refuse any gas which is unacceptable.

Issue Date: 1/7/2013

Issued by: 

Effective Date: 1/29/2013

Title: Executive Vice President

**Docket No 2012-258**  
**Effective 1/29/13**







Cancels Original Sheet No. 84.1  
Original Sheet No. 84

NATURAL GAS CONVERSION AND  
CONSERVATION INCENTIVE REBATE  
TERMS AND CONDITIONS

The Conversion Incentive Rebate table on Sheet No. 85 describes the rebates available for purchase of natural-gas-fueled home heating equipment. Only residential customers are eligible for the rebate program. Notwithstanding the table below, the following maximum rebate amounts shall apply to each residential Customer:

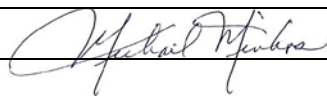
(1) All residential Customers in Company's service territory are eligible for a rebate of 75% of Qualifying Conversion Costs, up to a maximum rebate of \$1,500. In no event shall the total Conversion Incentive Rebate to a residential Customer be greater than \$1,500 and in no event shall the total Energy Audits and Associated Conservation Measure Rebate be greater than \$560.

(2) All low-income residential Customers in Company's service territory are eligible for a rebate of 100% of Qualifying Conversion Costs, up to a maximum rebate of \$4,000. In no event shall the total Conversion Incentive Rebate to a low-income residential Customer be greater than \$4,000 and in no event shall the total Energy Audits and Associated Conservation Measure Rebate be greater than \$560.. For these purposes, low-income residential Customers are those Customers approved for LIHEAP.

"Qualifying Conversion Costs" are those one-time costs that are incurred in the process of the initial conversion or first replacement of the Customer's furnace or boiler or household appliances to natural gas fuel, and are limited to the following one-time conversion events: (w) the reasonable cost of purchase and installation of a natural-gas-fueled furnace or boiler or fixed space heating appliance or fireplace insert, or conversion of a furnace or boiler or fixed space heating appliance or fireplace insert to natural gas fuel; (x) the reasonable cost of purchase and installation of a natural-gas-fueled water heater, or conversion of a water heater to natural gas fuel; (y) the reasonable cost of purchase and installation of a natural-gas-fueled cooking stove or oven, or conversion of a cooking stove or oven to natural gas fuel; or (z) the reasonable cost of purchase and installation of a natural-gas-fueled clothes dryer, or conversion of a clothes dryer to natural gas fuel. A customer is entitled to claim a rebate for any of the above events delineated as (w), (x), (y) and (z) only one time. The aggregate total rebate shall never be greater than \$1,500 as defined in (1) above or \$4,000 as defined in (2) above.

"Efficiency Maine Qualifying" heating equipment must meet the standards for Efficiency Maine Trust administered rebate programs.

Issue Date: June 9, 2014

Issued by: 

Proposed Effective Date: July 9, 2014

Title: President

7-9-2014

Effective Date: DOCKET NUMBER: 2014-00182

NATURAL GAS CONVERSION AND  
 CONSERVATION INCENTIVE REBATE  
 TERMS AND CONDITIONS

Conversion Incentive Rebate table

Qualifying Conversion Costs		Rebates applicable to SNG-ME customers		Rebates applicable to SNG-ME customers in the LIHEAP Program	
		Maximum Incentive	Maximum Percentage of Conversion Costs Rebated	Maximum Incentive	Maximum Percentage of Conversion Costs Rebated
1	Natural Gas Fueled Hot-Water Boiler with an Annual Fuel Utilization Efficiency (AFUE) Rating $\geq 95\%^{**}$	\$1,500	75% of Costs	\$4,000	100%
2	Natural Gas Fueled Hot Water Boiler with an AFUE Rating $\geq 90\%$ and $< 95\%^{**}$	\$750	75% of Costs	\$2,000	100%
3	Natural Gas Fueled Furnace with an AFUE Rating $\geq 95\%^{**}$	\$1,125	75% of Costs	\$3,000	100%
4	Energy Star Qualifying Natural Gas Fueled On-Demand Water Heater with a Universal Energy Factor (UEF) of $\geq 0.87\%$	\$560	75% of Costs	\$1,500	100%
5	Energy Star Qualifying Natural Gas Fueled Storage Water Heater with a UEF of $\geq 0.68\%$	\$300	75% of Costs	\$800	100%
6	Natural Gas Fueled Conversion Burner or Other Fixed Space Heating Equipment, including boilers not otherwise listed in 1 or 2 above	\$375	50% of Costs	\$1,000	100%
7	Natural Gas Fueled Cooking Stove and/or Oven	\$375	50% of Costs	\$1,000	100%
8	Natural Gas Fueled Clothes Dryer	\$375	50% of Costs	\$1,000	100%

\*\*As listed in the Air Conditioning, Heating and Refrigeration Institute or Energy Star

Issue Date: August 17, 2018

Issued by: Kurt Adams

Proposed Effective Date: September 16, 2018

Title: President

Effective Date: **Effective Date: 9/16/18**  
**Docket No: 2018-00234**

Cancels Revision 1 Sheet No. 86  
Original Sheet No. 86


NATURAL GAS CONVERSION AND  
 CONSERVATION INCENTIVE REBATE  
 TERMS AND CONDITIONS

In addition, an Efficiency Maine fact sheet on natural gas conservation benefits and opportunities and the following rebates will be available to all residential Customers to encourage energy conservation:

Energy Audits and Associated Conservation Measures

		Rebates applicable to SNG-ME customers	
Qualifying Measure		Maximum Incentive	Maximum Percentage of Conservation Measure Costs Rebated
1	An Efficiency Maine approved Energy Audit in conjunction with 6 hours of air sealing	\$560	100%
2	An Efficiency Maine approved Energy Audit	\$375	100%

Issue Date: June 9, 2014

Issued by: 

Proposed Effective Date: July 9, 2014

Title: President

Effective Date: 7-9-2014

DOCKET NUMBER: 2014-00182

PAGE 4

**SUMMIT NATURAL GAS OF MAINE, INC.**

ME PUC No. 1

PO Box 270868  
Littleton, CO 80127

Original Sheet No. 87  
Cancels Sheet No. \_\_\_\_\_

NATURAL GAS RATES  
GAS COST ADJUSTMENT

APPLICABILITY

All rate classes for natural gas sales service are subject to a Cost of Gas Adjustment (CGA) to reflect the cost of gas purchased from Company's suppliers. In addition, the Cost of Gas Adjustment Rate may be used in cash-out procedures with non-sales customers as identified in the Company's Terms and Conditions.

DEFINITIONS

Cost of Gas Adjustment - The Cost of Gas Adjustment is the Current Gas Cost plus the Deferred Gas Cost.

Base Rate - Base Rate is that rate which incorporates the currently effective Distribution Rate. The Base Rate does not include any gas commodity costs or upstream services costs.

Total Rate - Total Rate is the Base Rate plus the Cost of Gas Adjustment Rate.

Current Gas Cost - Current Gas Cost is the Forecasted Gas Commodity Cost and Forecasted Upstream Service Cost projected to be incurred by the Company during the CGA Effective Period.

Deferred Gas Cost - Deferred Gas Cost is a component of the CGA designed to amortize over the CGA Effective Period the over or under recovered costs in the Company's Account No. 191.

Recovered Gas Cost - Recovered Gas Cost is the gas cost recovered by the Company through the Cost of Gas Adjustment.

Actual Gas Cost - The Actual Gas Cost is the sum of all costs for purchasing and transporting the gas required by the Company for sale to natural gas sales service customers, along with the applicable firm capacity, back-up sales capacity, and commodity charges.

CGA Effective Period - A twelve-month period beginning October 1 of each year during which the Cost of Gas Rate is intended to be in effect.

Proposed Effective Date: May 1, 2013

Issued by:  \_\_\_\_\_

Effective Date: \_\_\_\_\_

Title: Executive Vice President

Approved: May 1, 2013  
Docket No. 2013-00175



PO Box 270868  
Littleton, CO 80127

Original Sheet No. 88  
Cancels Sheet No. \_\_\_\_\_

NATURAL GAS RATES  
GAS COST ADJUSTMENT

DEFINITIONS - CONT'D

Forecasted Gas Commodity Cost - The cost of gas commodity, including appropriate adjustments for storage gas injections and withdrawals and exchange gas imbalances, projected to be incurred by the Company during the CGA Effective Period.

Forecasted Upstream Service Cost - The total cost of upstream services projected to be incurred by the Company during the CGA Effective Period.

Total Gas Sales - The total quantity of gas projected to be sold by the Company during the CGA Effective Period

DEFERRED GAS COST

The Deferred Gas Cost will be calculated monthly by subtracting Recovered Gas Cost from Actual Gas Cost. The resulting amount, whether negative or positive, will be accumulated for the twelve-month period ending June 30 of each year. In addition, interest on such amount shall be calculated at a rate equal to the Company's average short term cost of debt by the month, in accordance with Ch. 430 Section 5 of the Commission Rules. A revised Deferred Gas Cost will be effective beginning October 1 of each year. The revised Deferred Gas Cost will replace the previous Deferred Gas Cost included in the Company's Total Rate.

RECOVERED GAS COST

The Recovered Gas Cost will be calculated monthly by applying the Cost of Gas Adjustment Rate to the actual sales quantities for the month.

COST OF GAS ADJUSTMENT RATE

The following formula is used to determine the Cost of Gas Adjustment Rate.

$$\text{Cost of Gas Adjustment Rate} = (A + B)/C$$

where A = Current Gas Cost  
B = Deferred Gas Cost  
C = Total Gas Sales

The Cost of Gas Adjustment Rate will be effective October 1 of each year, and will replace the previous Cost of Gas Adjustment Rate included in the Company's Total Rate. The Cost of Gas Adjustment Rate will be calculated to the nearest mill (\$0.001) per therm.

Proposed Effective Date: May 1, 2013

Issued by:  \_\_\_\_\_

Effective Date: \_\_\_\_\_

Title: Executive Vice President

Approved: May 1, 2013  
Docket No. 2013-00175



SUMMIT NATURAL GAS OF MAINE, INC.  
2016 COMMERCIAL CONVERSION PRIMARY REBATE PROGRAM

The following terms and conditions apply to the 2016 Primary Commercial Conversion Primary Rebate (the "Primary Rebate") being offered by Summit Natural Gas of Maine, Inc. ("Summit") to Commercial Customers.

1. Terms & Conditions: By applying for or using the Primary Rebate, participants agree to be bound by these specific terms and conditions.

2. Eligibility: The Primary Rebate is available to all commercial customers with a property or business that lies within Summit's natural gas service territory 1) that has not previously been converted to natural gas or otherwise received natural gas service and 2) that, upon conversion, will meet the requirements necessary to receive commercial natural gas service under the terms of Summit's tariff ("Property").

Eligible participants must 1) complete and execute Summit's Commercial Rebate Request Form; 2) execute a commercial customer agreement with Summit for natural gas service at the Property by August 31, 2016; 3) convert the Property to natural gas by December 31, 2016; and 4) begin receiving commercial natural gas service at the Property from Summit by December 31, 2016.

Failure to comply with any of these requirements will render the participant ineligible for the Primary Rebate. The Primary Rebate is not available for residential or industrial properties, as those terms are used in Summit's tariff. Only one Primary Rebate may be used per Property.

3. Eligibility Verification: Summit reserves the right, at any time and for whatever reason, to verify the validity of all information submitted by participants, and to disqualify any participant who does not meet the eligibility requirements.

4. Rebate Amount: Up to \$1,500, as set forth in the Details below.

Issue Date: February 17, 2016 Issued by: Kurt Adams  
Proposed Title: President  
Effective Date: February 24, 2016

Docket No. 2015-00214  
Effective date: March 1, 2016

PO Box 270868  
Littleton, CO 80127

Original Sheet No. 91.2  
Sheet No. \_\_\_\_\_

SUMMIT NATURAL GAS OF MAINE, INC.  
2016 COMMERCIAL CONVERSION PRIMARY REBATE PROGRAM  
CONTINUED

5. Details: Eligible participants must apply for the Primary Rebate by filling out Summit's Commercial Primary Rebate Request Form received from their Summit sales representative. The Primary Rebate must be used to reduce the cost of converting the Property to natural gas. Participants may redeem the Primary Rebate only after: (1) they convert the Property to natural gas; (2) the Property starts receiving commercial natural gas service from Summit; and (3) they fulfill all other obligations set forth herein. In order to redeem the Primary Rebate, participants must present documentation of the natural gas conversion. Summit reserves the right to verify and reject all submitted documentation.

The total value of the Primary Rebate will depend upon the cost necessary to convert the Property to commercial natural gas service. The Primary Rebate value equals seventy five percent (75%) of the total conversion cost, with a capped maximum value of \$1,500. Under no circumstances will a participant be entitled to receive a cash payment from Summit for any remaining Primary Rebate amount. The Primary Rebate has no cash value.

6. Expiration: The Primary Rebate must be redeemed by March 31, 2017.

7. Exclusivity: The Primary Rebate may only be combined with the Summit rebates and incentives provided for in Summit's tariff. The Primary Rebate cannot be combined with other Summit promotions.

8. Nontransferable: The Primary Rebate is nontransferable, not for resale, and not redeemable for cash.

9. No Liability: PARTICIPATION IN THE 2016 COMMERCIAL CONVERSION PRIMARY REBATE PROGRAM IS VOLUNTARY. BY PARTICIPATING, PARTICIPANTS AGREE TO INDEMNIFY, RELEASE, AND HOLD HARMLESS SUMMIT AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL LIABILITY ARISING FROM THEIR PARTICIPATION IN THE PROGRAM. SUMMIT IS IN NO WAY RESPONSIBLE OR LIABLE FOR ANY DAMAGES THAT MAY ARISE AS A RESULT OF THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF PARTICIPANT'S CHOSEN CONVERSION CONTRACTOR.

Issue Date: February 17, 2016

Issued by: Kurt Adams

Proposed

Title: President

Effective Date: February 24, 2016

Effective Date: \_\_\_\_\_

**Docket No.** 2015-00214  
**Effective date:** March 1, 2016

SUMMIT NATURAL GAS OF MAINE, INC.  
2016 COMMERCIAL CONVERSION PRIMARY REBATE PROGRAM  
CONTINUED

10. Modification or Termination: Summit reserves the right to modify, discontinue, or terminate the Rebate, or any aspect thereof, at any time, with or without notice, for any reason whatsoever, including, without limitation, if there has been any printing, production, distribution, or other error in any communication, or where there has been any error in the preparation for or conduct of the 2016 Commercial Conversion Primary Rebate Program. Any modified terms will be posted to the official Rebate website and will be immediately effective and will be submitted to the Commission's Case Management System with an effective date indicated therein. Summit's decisions on all matters regarding the Rebate are final.

11. Applicable Law: The 2016 Commercial Conversion Primary Rebate Program and all disputes arising therefrom are governed by Maine law.

12. Dispute Resolution: ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THE 2016 COMMERCIAL CONVERSION PRIMARY REBATE PROGRAM, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN PORTLAND, MAINE BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS, INC. UNDER ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. NO PARTICIPANT SHALL BE ENTITLED TO CONSOLIDATE CLAIMS BY OR AGAINST OTHER PARTICIPANTS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. TO THE EXTENT ANY DISPUTE, CLAIM OR CONTROVERSY MUST BE RESOLVED THROUGH THE JURISDICTION OF A COMPETENT COURT, THEN ALL PARTICIPANTS WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT THEY MAY OR HEREAFTER HAVE TO A TRIAL BY JURY.

13. Contact Information: Individuals with questions may call (207) 621-8000 for assistance or visit <http://summitnaturalgasmaine.com> for additional details.

Version 1. February 10, 2016

Issue Date: February 17, 2016

Issued by: Kurt Adams

Proposed

Title: President

Effective Date: February 24, 2016

Effective Date: **Docket No.** 2015-00214  
**Effective date:** March 1, 2016

SUMMIT NATURAL GAS OF MAINE, INC.  
2016 PRIMARY HEAT CONVERSION REBATE PROGRAM

The following terms and conditions apply to the 2016 Primary Heat Conversion Rebate (the "Rebate") being offered by Summit Natural Gas of Maine, Inc. ("Summit") to residential customers.

1. Terms & Conditions: By applying for or using the Rebate, participants agree to be bound by these specific terms and conditions.

2. Eligibility: The Rebate is available to any person over the age of 18 with a residence within Summit's natural gas service territory that has not previously received natural gas service ("Residence").

Eligible participants must 1) execute a residential customer agreement for the Residence with Summit by August 31, 2016; 2) convert the Residence's boiler or furnace (or, if neither exists, the centralized heating system that provides heat to the Residence) to natural gas by December 31, 2016; and 3) begin receiving natural gas service from Summit by December 31, 2016. Failure to comply with these requirements will render the participant ineligible for the Rebate.

A Residence that has electric baseboard heating is not eligible for the Rebate unless the electric baseboard is being removed and a natural gas primary heating system is being installed.

All residences that currently receive, or have previously received, natural gas from Summit are ineligible for the Rebate. The Rebate is not available for commercial properties, as defined in Summit's tariff. Limit one Rebate per applicable meter.

3. Eligibility Verification: Summit reserves the right, at any time and for whatever reason, to verify the validity of all information submitted by participants, and to disqualify any participant who does not meet the eligibility requirements.

4. Rebate Amount: Up to \$2,500, as set forth in the Details below.

Issue Date: February 17, 2016

Issued by: Kurt Adams

Proposed

Title: President

Effective Date: February 24, 2016

Effective Date: \_\_\_\_\_

**Docket No.** 2015-00214  
**Effective date:** March 1, 2016

SUMMIT NATURAL GAS OF MAINE, INC.  
2016 PRIMARY HEAT CONVERSION REBATE PROGRAM  
CONTINUED

5. Details: Upon executing a residential contract for natural gas service with Summit, eligible participants will receive a Rebate Form from their Summit sales representative that can be used to reduce the cost of converting their Residence's primary heating system to natural gas. An eligible participant can redeem the Rebate from Summit as soon as they convert the Residence's primary heating system to natural gas and the Residence starts receiving natural gas service from Summit. To redeem the Rebate, participants must present documentation of the primary heating system conversion. Summit reserves the right to verify and reject all submitted documentation.

For each participant, the total value of the Rebate will depend upon the cost to convert the Residence's primary heating system to natural gas, with a maximum capped value of \$2,500. If the cost of converting the primary heating system to natural gas is less than \$2,500, a participant may request that Summit apply the remaining Rebate amount to conversions of additional appliances in the Residence, such as water heaters and kitchen appliances. In order to use any remaining Rebate amount on additional appliance conversions, a participant must first seek Summit's approval, which may be given or withheld in Summit's sole and absolute discretion.

Under no circumstances will a participant be entitled to a cash payment from Summit for any remaining Rebate amount. The Rebate has no cash value.

6. Redemption: The Rebate must be redeemed by March 31, 2017.

7. Exclusivity: The Rebate may only be combined with the rebates and incentives provided for in Summit's tariff. The rebate cannot be combined with other Summit promotions.

8. Nontransferable: The Rebate is nontransferable, not for resale, and not redeemable for cash.

Issue Date: February 17, 2016

Issued by: Kurt Adams

Proposed

Title: President

Effective Date: February 24, 2016

Effective Date: **Docket No.** 2015-00214  
**Effective date:** March 1, 2016

SUMMIT NATURAL GAS OF MAINE, INC.  
2016 PRIMARY HEAT CONVERSION REBATE PROGRAM  
CONTINUED

9. No Liability: PARTICIPATION IN THE 2016 PRIMARY HEAT CONVERSION REBATE PROGRAM IS VOLUNTARY. BY PARTICIPATING, PARTICIPANTS AGREE TO INDEMNIFY, RELEASE, AND HOLD HARMLESS SUMMIT AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL LIABILITY ARISING FROM THEIR PARTICIPATION IN THE PROGRAM. SUMMIT IS IN NO WAY RESPONSIBLE OR LIABLE FOR ANY DAMAGES THAT MAY ARISE AS A RESULT OF THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF PARTICIPANT'S CHOSEN CONVERSION CONTRACTOR.

10. Modification or Termination: Summit reserves the right to modify, discontinue, or terminate the Rebate, or any aspect thereof, at any time, with or without notice, for any reason whatsoever, including, without limitation, if there has been any printing, production, distribution, or other error in any communication, or where there has been any error in the preparation for or conduct of the 2016 Primary Heat Conversion Rebate Program. Any modified terms will be posted to the official Rebate website and will be submitted to the Commission's Case Management System with an effective date indicated therein. Summit's decisions on all matters regarding the Rebate are final.

11. Applicable Law: The 2016 Primary Heat Conversion Rebate Program and all disputes arising therefrom are governed by Maine law.

Issue Date: February 17, 2016

Issued by: Kurt Adams

Proposed

Title: President

Effective Date: February 24, 2016

Effective Date: \_\_\_\_\_

**Docket No.** 2015-00214  
**Effective date:** March 1, 2016



SUMMIT NATURAL GAS OF MAINE, INC.  
PO Box 270868  
Littleton, CO 80127

ME PUC No. 2015-00214

Original Sheet No. 92.4  
Sheet No. \_\_\_\_\_

SUMMIT NATURAL GAS OF MAINE, INC.  
2016 PRIMARY HEAT CONVERSION REBATE PROGRAM  
CONTINUED

12. Dispute Resolution: ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THE REBATE, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN PORTLAND, MAINE BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS, INC. UNDER ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. NO PARTICIPANT SHALL BE ENTITLED TO CONSOLIDATE CLAIMS BY OR AGAINST OTHER PARTICIPANTS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. TO THE EXTENT THAT ANY DISPUTE, CLAIM OR CONTROVERSY MUST BE RESOLVED THROUGH THE JURISDICTION OF A COMPETENT COURT, THEN ALL PARTICIPANTS WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT THEY MAY OR HEREAFTER HAVE TO A TRIAL BY JURY.

13. Contact Information: Individuals with questions may call (207) 621-8000 for assistance or visit <http://summitnaturalgasmaine.com> for additional details.

Version 3. February 10, 2016

Issue Date: February 17, 2016 Issued by: Kurt Adams

Proposed Title: President

Effective Date: February 24, 2016

Effective Date: **Docket No.** 2015-00214  
**Effective date:** March 1, 2016

SUMMIT NATURAL GAS OF MAINE, INC.  
2016 COMMERCIAL CONVERSION SUPPLEMENTAL REBATE PROGRAM

The following terms and conditions apply to the 2016 Commercial Conversion Supplemental Rebate (the "Supplemental Rebate") being offered by Summit Natural Gas of Maine, Inc. ("Summit") to Commercial Customers.

1. Terms & Conditions: By applying for or using the Supplemental Rebate, participants agree to be bound by these specific terms and conditions.

2. Eligibility: The Supplemental Rebate is available to all commercial customers with a property or business that lies within Summit's natural gas service territory 1) that has not previously been converted to natural gas or otherwise received natural gas service and 2) that, upon conversion, will meet the requirements necessary to receive commercial natural gas service under the terms of Summit's tariff ("Property").

Eligible participants must 1) complete and execute Summit's Supplemental Rebate Request Form; 2) execute a commercial customer agreement with Summit for natural gas service at the Property by August 31, 2016; 3) convert the Property to natural gas by December 31, 2016; and 4) begin receiving commercial natural gas service at the Property from Summit by December 31, 2016.

In addition, eligible participants must also apply for and receive Summit's 2016 Commercial Conversion Primary Rebate (the "Primary Rebate"). Only after application of the Primary Rebate will a participant be eligible for the Supplemental Rebate.

Failure to comply with any of these requirements will render the participant ineligible for the Supplemental Rebate. The Supplemental Rebate is not available for residential or industrial properties, as those terms are used in Summit's tariff. Only one Supplemental Rebate may be used per Property.

3. Eligibility Verification: Summit reserves the right, at any time and for whatever reason, to verify the validity of all information submitted by participants, and to disqualify any participant who does not meet the eligibility requirements.

4. Rebate Amount: Up to \$6,000, as set forth in the Details below.

Issue Date: February 17, 2016 Issued by: Kurt Adams

Proposed Title: President

Effective Date: February 24, 2016

Effective Date: **Docket No.** 2015-00214  
**Effective date:** March 1, 2016

SUMMIT NATURAL GAS OF MAINE, INC.  
2016 COMMERCIAL CONVERSION SUPPLEMENTAL REBATE PROGRAM  
CONTINUED

5. Details: Eligible participants will receive a Supplemental Rebate Form from their Summit sales representative, which they can use to reduce the cost of converting their Property to natural gas. Participants may redeem the Supplemental Rebate only after: (1) they convert their Property to natural gas; (2) the Property starts receiving commercial natural gas service from Summit; (3) they apply for and use the Primary Rebate; and (4) they fulfill all other obligations set forth herein. In order to redeem the Supplemental Rebate, participants must present documentation of the natural gas conversion. Summit reserves the right to verify and reject all submitted documentation.

The total value of the Supplemental Rebate will depend upon the cost necessary to convert the applicable property or business to commercial natural gas service, as well as the application of the Primary Rebate to the conversion. The Supplemental Rebate has a maximum capped value of \$6,000. If the cost of converting to commercial natural gas service (after redemption of the Primary Rebate) is less than \$6,000, the participant may request that Summit apply the remaining Supplemental Rebate amount to conversions of additional items on the property or in the business. However, in order to use any remaining Supplemental Rebate amount on additional conversions, a participant must first seek Summit's approval, which may be given or withheld in Summit's sole and absolute discretion.

Under no circumstances will a participant be entitled to receive a cash payment from Summit for any remaining Supplemental Rebate amount. The Supplemental Rebate has no cash value.

6. Expiration: The Supplemental Rebate must be redeemed by March 31, 2017.

7. Exclusivity: The Supplemental Rebate may only be combined with the Summit rebates and incentives provided for in Summit's tariff. The Supplemental Rebate cannot be combined with other Summit promotions.

8. Nontransferable: The Supplemental Rebate is nontransferable, not for resale, and not redeemable for cash.

Issue Date: February 17, 2016 Issued by: Kurt Adams

Proposed Title: President

Effective Date: **Docket No.** 2015-00214  
Effective Date: **Effective date:** March 1, 2016

SUMMIT NATURAL GAS OF MAINE, INC.  
2016 COMMERCIAL CONVERSION SUPPLEMENTAL REBATE PROGRAM  
CONTINUED

9. No Liability: PARTICIPATION IN THE 2016 COMMERCIAL CONVERSION SUPPLEMENTAL REBATE PROGRAM IS VOLUNTARY. BY PARTICIPATING, PARTICIPANTS AGREE TO INDEMNIFY, RELEASE, AND HOLD HARMLESS SUMMIT, AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL LIABILITY ARISING FROM THEIR PARTICIPATION IN THE PROGRAM. SUMMIT IS IN NO WAY RESPONSIBLE OR LIABLE FOR ANY DAMAGES THAT MAY ARISE AS A RESULT OF THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF PARTICIPANT'S CHOSEN CONVERSION CONTRACTOR.

10. Modification or Termination: Summit reserves the right to modify, discontinue, or terminate the Rebate, or any aspect thereof, at any time, with or without notice, for any reason whatsoever, including without limitation if there has been any printing, production, distribution, or other error in any communication, or where there has been any error in the preparation for or conduct of the 2016 Commercial Conversion Supplemental Rebate Program. Any modified terms will be posted to the official Rebate website and will be immediately effective and will be submitted to the Commission's Case Management System with an effective date indicated therein. Summit's decisions on all matters regarding the Rebate are final.

11. Applicable Law: The 2016 Commercial Conversion Supplemental Rebate Program and all disputes arising therefrom are governed by Maine law.

Issue Date: February 17, 2016 Issued by: Kurt Adams

Proposed Title: President

Effective Date: February 24, 2016

Effective Date: **Docket No.** 2015-00214  
**Effective date:** March 1, 2016

SUMMIT NATURAL GAS OF MAINE, INC.  
2016 COMMERCIAL CONVERSION SUPPLEMENTAL REBATE PROGRAM  
CONTINUED

12. Dispute Resolution: ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THE 2016 COMMERCIAL CONVERSION SUPPLEMENTAL REBATE PROGRAM, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN PORTLAND, MAINE BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS, INC. UNDER ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. NO PARTICIPANT SHALL BE ENTITLED TO CONSOLIDATE CLAIMS BY OR AGAINST OTHER PARTICIPANTS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. TO THE EXTENT ANY DISPUTE, CLAIM OR CONTROVERSY MUST BE RESOLVED THROUGH THE JURISDICTION OF A COMPETENT COURT, THEN ALL PARTICIPANTS WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT THEY MAY OR HEREAFTER HAVE TO A TRIAL BY JURY.

13. Contact Information: Individuals with questions may call (207) 621-8000 for assistance or visit <http://summitnaturalgasmaine.com> for additional details.

Version 2. February 10, 2016

Issue Date: February 17, 2016

Issued by: Kurt Adams

Proposed

Title: President

Effective Date: February 24, 2016

Effective Date: **Docket No.** 2015-00214  
**Effective date:** March 1, 2016

2 Delorme Drive  
Yarmouth, Maine 04096

Cancels

Revision 3 Sheet No. 94.1  
Revision 2 Sheet No. 94.1

SUMMIT NATURAL GAS OF MAINE, INC.  
2019 COMMERCIAL CONVERSION PROMOTIONAL REBATE PROGRAM

Effective October 9, 2018, the following terms and conditions of this 2019 Commercial Conversion Promotional Rebate Program ("Program") apply to the 2019 Commercial Conversion Promotional Rebate ("Promotional Rebate") being offered by Summit Natural Gas of Maine, Inc. ("Summit") to customers receiving or who will receive commercial service, as defined in Summit's Terms and Conditions (each, a "Participant").

1. Terms & Conditions: By applying for or using this Promotional Rebate, Participant agrees to be bound by these terms and conditions.

2. Eligibility: A Promotional Rebate, per natural gas meter, is available to any commercial customer who owns or leases property within Summit's natural gas service territory that has not previously been converted to or otherwise received natural gas service ("Property"). Unless otherwise agreed by Summit in writing, to be eligible to receive a Promotional Rebate for a natural gas meter, Participant must by

- September 30, 2019, execute Summit's commercial customer agreement for the Property;
- December 31, 2019, convert the Property to natural gas service;
- December 31, 2019, begin receiving at the Property natural gas service from Summit; and
- March 31, 2020, complete and submit Summit's 2018 Commercial Conversion Promotional Rebate Form, which shall include documentation of converting the Property to natural gas service (collectively, the "Eligibility Requirements").

Failure to meet any of the Eligibility Requirements renders Participant ineligible to receive this Promotional Rebate. A commercial customer owning or leasing a Property that currently receives, or previously received, natural gas service from Summit is ineligible to receive this Promotional Rebate.

Issue Date: October 9, 2018

Issued by: 

Effective Date: October 9, 2018

Title: Kurt Adams, President

**EFFECTIVE BY OPERATION OF LAW**  
**Effective Date: October 9, 2018**  
**DOCKET NO. 2015-00214**

2 Delorme Drive  
Yarmouth, Maine 04096

Revision 3 Sheet No. 94.2  
Revision 2 Sheet No. 94.2

Cancels

SUMMIT NATURAL GAS OF MAINE, INC.  
2019 COMMERCIAL CONVERSION PROMOTIONAL REBATE PROGRAM  
CONTINUED

2. Eligibility (continued): This Promotional Rebate is not available for commercial customers owning or leasing new construction properties. This Promotional Rebate is not available for customers receiving residential service, as defined in Summit's Terms and Conditions. Participants are limited to one Promotional Rebate per natural gas meter.

3. Eligibility Verification: Promotional Rebates under this Program will be issued at Summit's sole discretion. Summit reserves the right, at any time and for any reason, to verify the validity of all information submitted by Participant and determine whether Participant meets the Eligibility Requirements. Summit may disqualify any Participant at any time and for any reason.

4. Promotional Rebate Amount: On or before March 31, 2019 the Promotional Rebate Amount will be up to \$5,300. After March 31, 2019 the Promotional Rebate Amount will be up to \$5,150 as further described in Paragraph 5.

5. Details: The purpose of this Promotional Rebate is to offset Participant's cost of converting the Property to natural gas service. To receive this Promotional Rebate, Participant must meet all Eligibility Requirements by the dates set forth in paragraph 2 and is subject to Eligibility Verification as set forth in paragraph 3. The total value of this Promotional Rebate, per natural gas meter, is subject to the application of the Natural Gas Conversion and Incentive Rebate for Small and Large Commercial Customer Classes, if applicable, and is based on the cost to convert the Property to natural gas service, but in no event shall exceed the current Promotional Rebate Amount. If the cost of converting to natural gas service (after redemption of the Natural Gas Conversion and Incentive Rebate for Small and Large Commercial Customer Classes, if applicable) is less than the Promotional Rebate Amount, Participant may submit a written request to Summit to apply the remaining Promotional Rebate amount towards the costs of converting to natural gas service additional appliances within the Property. Summit may approve or deny such requests at its sole discretion. Summit will not issue, under any circumstance, a cash payment to Participant for the remaining Promotional Rebate amount. This Promotional Rebate has no cash value.

Issue Date: October 9, 2018

Issued by: 

Effective Date: October 9, 2018

Title: Kurt Adams, President

**EFFECTIVE BY OPERATION OF LAW**  
**Effective Date: October 9, 2018**  
**DOCKET NO. 2015-00214**

2 Delorme Drive  
Yarmouth, Maine 04096

Cancels

Revision 3 Sheet No. 94.3  
Revision 2 Sheet No. 94.3

SUMMIT NATURAL GAS OF MAINE, INC.  
2019 COMMERCIAL CONVERSION PROMOTIONAL REBATE PROGRAM  
CONTINUED

- 6. Expiration: This Program expires March 31, 2020.
- 7. Exclusivity: Except for the rebates offered in Summit's Terms and Conditions, including the Natural Gas Conversion and Incentive Rebate for Small and Large Commercial Customer Classes, this Promotional Rebate may not be combined with any other Summit rebates, incentives, or promotions.
- 8. Transferability: This Promotional Rebate is transferable only with Summit's prior written consent. This Promotional Rebate is not for resale and not redeemable for cash.
- 9. Modification or Termination: Summit reserves the right to modify, discontinue, or terminate a Promotional Rebate or this Program, or any aspect thereof, at any time, with such notice as required by 35-A M.R.S. § 307 as amended from time to time. Any modified terms will be posted to the official Rebate website at [www.summitnaturalgasmaine.com/rebates](http://www.summitnaturalgasmaine.com/rebates) and will be submitted to the Commission's Case Management System with an effective date indicated therein.

Issue Date: October 9, 2018

Issued by: 

Effective Date: October 9, 2018

Title: Kurt Adams, President

**EFFECTIVE BY OPERATION OF LAW**  
Effective Date: **October 9, 2018**  
DOCKET NO. 2015-00214



2 Delorme Drive  
Yarmouth, Maine 04096

Cancels

Revision 3 Sheet No. 94.4  
Revision 2 Sheet No. 94.4

SUMMIT NATURAL GAS OF MAINE, INC.  
2019 COMMERCIAL CONVERSION PROMOTIONAL REBATE PROGRAM  
CONTINUED

10. Applicable Law: This Program, and any disputes relating thereto, shall be governed by and construed in accordance with the internal laws of the State of Maine without giving effect to any choice or conflict of law provision or rule (whether of the State of Maine or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Maine.

11. Dispute Resolution: Any dispute arising out of or relating to this program shall be brought to the Maine Public Utilities Commission.

12. Contact Information: Individuals with questions may call (207) 621-8000, extension 1778, for assistance or visit [www.summitnaturalgasmaine.com/rebates](http://www.summitnaturalgasmaine.com/rebates) for additional details.

Issue Date: October 9, 2018

Issued by: 

Effective Date: October 9, 2018

Title: Kurt Adams, President

**EFFECTIVE BY OPERATION OF LAW**  
Effective Date: **October 9, 2018**  
DOCKET NO. 2015-00214

2 Delorme Drive  
Yarmouth, Maine 04096

Revision 3 Sheet No. 95.1  
Cancels Revision 2 Sheet No. 95.1

SUMMIT NATURAL GAS OF MAINE, INC.  
2019 RESIDENTIAL CONVERSION PROMOTIONAL REBATE PROGRAM

Effective October 9, 2018, the following terms and conditions of this 2019 Residential Conversion Promotional Rebate Program ("Program") apply to the 2019 Residential Conversion Promotional Rebate ("Promotional Rebate") being offered by Summit Natural Gas of Maine, Inc. ("Summit") to customers receiving or who will receive residential service, as defined in Summit's Terms and Conditions (each, a "Participant").

1. Terms & Conditions: By applying for or using this Promotional Rebate, Participant agrees to be bound by these terms and conditions.

2. Eligibility: A Promotional Rebate, per natural gas meter, is available to any customer over the age of 18 who owns or resides in a residential building or residential unit in such a building that is located within Summit's natural gas service territory that has not previously been converted to or otherwise received natural gas service ("Residential Building"). Unless otherwise agreed by Summit in writing, to be eligible to receive a Promotional Rebate for a natural gas meter, Participant must by

- September 30, 2019, execute Summit's residential customer agreement for the Residential Building;
- December 31, 2019, convert the Residential Building's primary heating system to natural gas service;
- December 31, 2019, begin receiving at the Residential Building natural gas service from Summit; and
- March 31, 2020, complete and submit Summit's 2018 Residential Conversion Promotional Rebate Form, which shall include documentation of converting the Residential Building's primary heating system to natural gas service (collectively, the "Eligibility Requirements").

Failure to meet any of the Eligibility Requirements renders Participant ineligible to receive this Promotional Rebate. A customer owning or residing in a Residential Building that currently receives, or previously received, natural gas service from Summit as its primary heating system is ineligible to receive this Promotional Rebate.

Issue Date: October 9, 2018

Issued by: 

Effective Date: October 9, 2018

Title: Kurt Adams, President

**EFFECTIVE BY OPERATION OF LAW**  
**Effective Date: October 9, 2018**  
**DOCKET NO. 2015-00214**

2 Delorme Drive  
Yarmouth, Maine 04096

	Revision <u>3</u>	Sheet No. <u>95.2</u>
Cancels	Revision <u>2</u>	Sheet No. <u>95.2</u>

SUMMIT NATURAL GAS OF MAINE, INC.  
2019 RESIDENTIAL CONVERSION PROMOTIONAL REBATE PROGRAM  
CONTINUED

2. Eligibility (continued): This Promotional Rebate is not available for customers receiving commercial service, as defined in Summit's Terms and Conditions. This Promotional Rebate is not available for new construction properties. Participants are limited to one Promotional Rebate per natural gas meter.

3. Eligibility Verification: Promotional Rebates under this Program will be issued at Summit's sole discretion. Summit reserves the right, at any time and for any reason, to verify the validity of all information submitted by Participant and determine whether Participant meets the Eligibility Requirements. Summit may disqualify any Participant at any time and for any reason.

4. Promotional Rebate Amount: Up to \$2,050 if the customer agreement is executed on or before March 31, 2019. For agreements signed on or after April 1, 2019, the Promotional Rebate Amount will be \$1,900 as further described in paragraph 5.

5. Details: The purpose of this Promotional Rebate is to offset Participant's cost of converting his/her Residential Building's primary heating system to natural gas service. To receive this Promotional Rebate, Participant must meet all Eligibility Requirements by the dates set forth in paragraph 2 and is subject to Eligibility Verification as set forth in paragraph 3. The total value of the Promotional Rebate, per natural gas meter, is subject to the application of the Natural Gas Conversion and Conservation Incentive Rebate, if applicable, and is based on the cost to convert the Residential Building's primary heating system to natural gas service, but in no event shall exceed \$2,050 on or before March 31, 2019 and \$1,900 starting April 1, 2019. If the cost of converting the Residential Building's primary heating system to natural gas service is less than the Promotional Rebate Amount for the subject timeframe (after redemption of the Natural Gas Conversion and Conservation Incentive Rebate, if applicable), Participant may submit a written request to Summit to apply the remaining Promotional Rebate amount towards the cost of converting to natural gas service additional Residential Building appliances, such as water heaters and kitchen appliances. Summit may approve or deny such requests at Summit's sole discretion. Summit will not issue, under any circumstance, a cash payment to Participant for the remaining Promotional Rebate amount. The Promotional Rebate has no cash value.

Issue Date: October 9, 2018

Issued by: 

Effective Date: October 9, 2018

Title: Kurt Adams, President

EFFECTIVE BY OPERATION OF LAW  
Effective Date: October 9, 2018  
DOCKET NO. 2015-00214

2 Delorme Drive  
Yarmouth, Maine 04096

	Revision <u>3</u>	Sheet No. <u>95.3</u>
Cancels	Revision <u>2</u>	Sheet No. <u>95.3</u>

SUMMIT NATURAL GAS OF MAINE, INC.  
2019 RESIDENTIAL CONVERSION PROMOTIONAL REBATE  
PROGRAM CONTINUED

- 6. Expiration: This Program expires March 31, 2020.
- 7. Exclusivity: Except for rebates offered in Summit's Terms and Conditions, including the Natural Gas Conversion and Conservation Incentive Rebate, this Promotional Rebate may not be combined with any other Summit rebates, incentives, or promotions.
- 8. Transferability: The Promotional Rebate is transferable only with Summit's prior written consent. The Promotional Rebate is not for resale and not redeemable for cash.
- 9. Modification or Termination: Summit reserves the right to modify, discontinue, or terminate a Promotional Rebate or this Program, or any aspect thereof, at any time, with such notice as required by 35-A M.R.S. § 307 as amended from time to time. Any modified terms will be posted to the official Rebate website at [www.summitnaturalgasmaine.com/rebates](http://www.summitnaturalgasmaine.com/rebates) and will be submitted to the Commission's Case Management System with an effective date indicated therein.

Issue Date: October 9, 2018

Issued by: 

Effective Date: October 9, 2018

Title: Kurt Adams, President

**EFFECTIVE BY OPERATION OF LAW**  
 Effective Date: **October 9, 2018**  
 DOCKET NO. **2015-00214**

SUMMIT NATURAL GAS OF MAINE, INC.  
2 Delorme Drive  
Yarmouth, Maine 04096

ME PUC No. 2015-00214

Cancels                      Revision 3      Sheet No. 95.4  
                                    Revision 2      Sheet No. 95.4

SUMMIT NATURAL GAS OF MAINE, INC.  
2019 RESIDENTIAL CONVERSION PROMOTIONAL REBATE PROGRAM  
CONTINUED

10. Applicable Law: This Program, and any disputes relating thereto, shall be governed by and construed in accordance with the internal laws of the State of Maine without giving effect to any choice or conflict of law provision or rule (whether of the State of Maine or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Maine.

11. Dispute Resolution: Any dispute arising out of or relating to this program shall be brought to the Maine Public Utilities Commission.

12. Contact Information: Individuals with questions may call (207) 621-8000, extension 1778, for assistance or visit [www.summitnaturalgasmaine.com/rebates](http://www.summitnaturalgasmaine.com/rebates) for additional details.

Issue Date: October 9, 2018

Issued by: 

Effective Date: October 9, 2018

Title: Kurt Adams, President

**EFFECTIVE BY OPERATION OF LAW**  
Effective Date: **October 9, 2018**  
DOCKET NO. **2015-00214**

**SUMMIT NATURAL GAS OF MAINE, INC.**

2 Delorme Drive  
Yarmouth, Maine 04096

ME PUC No. 2018-00084

Cancels Revision 5 Sheet No. 100  
Revision 4 Sheet No. 100

NATURAL GAS RATES  
RESIDENTIAL GAS SERVICE  
SCHEDULE RG

APPLICABILITY

Applicable to residential gas service customers in the municipalities of Richmond, Gardiner, Farmingdale, Hallowell, Augusta, Sidney, Belgrade, Oakland, Fairfield, Waterville, Skowhegan, Norridgewock, Madison, China, Albion, Windsor, Winslow, Randolph, Cumberland, Yarmouth and Falmouth. In accordance with the Company's Rate Plan approved in Commission Docket No. 2012-00258, if the Company receives requests for service or otherwise intends to provide service, outside of these municipalities, the Company may: (1) file a proposal for rates that would apply to that service or, (2) provide service pursuant to these rates. The Company has no obligation to provide service pursuant to the rates to any customer outside of the municipalities listed above.

RATE

Service and Facility Charge, per customer (per meter): \$21.10/mo

Distribution Charge, all gas used: \$0.896/therm

These rates are subject to annual adjustment in accordance with the Company's Rate Plan approved in Commission Docket No. 2012-00258.

PAYMENT

Bills for gas service are due per the Company's Terms and Conditions on file with the Maine Public Utilities Commission and the Rules and Regulations of the Maine Public Utilities Commission.

Docket No. 2018-00084

Effective date: June 1, 2018

Issued by:  \_\_\_\_\_

Title: President Kurt Adams

**SUMMIT NATURAL GAS OF MAINE, INC.**

2 Delorme Drive  
Yarmouth, Maine 04096

ME PUC No. 2018-00084

Cancels Revision 5 Sheet No. 101  
Revision 4 Sheet No. 101

NATURAL GAS RATES  
SMALL COMMERCIAL GAS SERVICE  
SCHEDULE SC

APPLICABILITY

Applicable to Small Commercial Service (Non-Residential Service) with expected annual consumption less than 1,500 Dth per year in the municipalities of Richmond, Gardiner, Farmingdale, Hallowell, Augusta, Sidney, Belgrade, Oakland, Fairfield, Waterville, Skowhegan, Norridgewock, Madison, China, Albion, Windsor, Winslow, Randolph, Cumberland, Yarmouth and Falmouth. In accordance with the Company's Rate Plan approved in Commission Docket No. 2012-00258, if the Company receives requests for service or otherwise intends to provide service, outside of these municipalities, the Company may: (1) file a proposal for rates that would apply to that service or, (2) provide service pursuant to these rates. The Company has no obligation to provide service pursuant to the rates to any customer outside of the municipalities listed above.

RATE

Service and Facility Charge, per customer (per meter): \$34.80/mo

Distribution Charge, all gas used: \$0.791/therm

These rates are subject to annual adjustment in accordance with the Company's Rate Plan approved in Commission Docket No. 2012-00258.

PAYMENT

Bills for gas service are due per the Company's Terms and Conditions on file with the Maine Public Utilities Commission and the Rules and Regulations of the Maine Public Utilities Commission.

Docket No. 2018-00084

Effective date: June 1, 2018

Issued by:  \_\_\_\_\_

Title: President Kurt Adams

**SUMMIT NATURAL GAS OF MAINE, INC.**

2 Delorme Drive  
Yarmouth, Maine 04096

ME PUC No. 2018-00084

Cancels Revision 6 Sheet No. 102  
Revision 5 Sheet No. 102

NATURAL GAS RATES  
LARGE COMMERCIAL GAS SERVICE  
SCHEDULE LC

APPLICABILITY

Applicable to Large Commercial Service (Non-Residential Service) with expected annual consumption of 1,500 Dth or more per year in the municipalities of Richmond, Gardiner, Farmingdale, Hallowell, Augusta, Sidney, Belgrade, Oakland, Fairfield, Waterville, Skowhegan, Norridgewock, Madison, China, Albion, Windsor, Winslow, Randolph, Cumberland, Yarmouth and Falmouth. In accordance with the Company's Rate Plan approved in Commission Docket No. 2012-00258, if the Company receives requests for service or otherwise intends to provide service, outside of these municipalities, the Company may: (1) file a proposal for rates that would apply to that service or, (2) provide service pursuant to these rates. The Company has no obligation to provide service pursuant to the rates to any customer outside of the municipalities listed above.

RATE

Service and Facility Charge, per customer (per meter): \$300.56/mo

Distribution Charge, all gas used: \$0.581/therm

These rates are subject to annual adjustment in accordance with the Company's Rate Plan approved in Commission Docket No. 2012-00258.

PAYMENT

Bills for gas service are due per the Company's Terms and Conditions on file with the Maine Public Utilities Commission and the Rules and Regulations of the Maine Public Utilities Commission.

Issue Date: 6/5/2018

Issued by: 

Effective Date: 6/1/2018

Title: President Kurt Adams

**EFFECTIVE DATE: 06/01/2018**  
**DOCKET NUMBER: 2018-00084**



Cancels Original Sheet No. 103  
Sheet No. \_\_\_\_\_

NATURAL GAS RATES  
FIRM TRANSPORTATION SERVICE  
SCHEDULE TF

APPLICABILITY

Applicable to non-residential customers who request transportation-only service. Such customers shall have installed electronic telemetering and shall have executed a Transportation Service Agreement.

MONTHLY RATE

Rate will be determined by Transportation Service Agreement with the Customer.

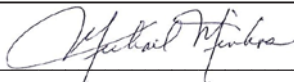
CHARACTER OF SERVICE

Transportation of Customer-owned, pipeline quality, natural gas will be delivered on a firm basis from a receipt point within the Company's service territory to the facilities at the Customer's delivery point, as specified in the Customer's Transportation Service Agreement. The Company will control the dispatch of such gas, and dispatch will be provided as requested by the Customer, in accordance with Terms and Conditions of the executed Transportation Service Agreement between the Customer and the Company

RULES AND REGULATIONS

Service supplied under this schedule is subject to the Company's Terms and Conditions on file with the Maine Public Utilities Commission and the executed Transportation Service Agreement between the Customer and the Company.

Issue Date: 9/27/2013

Issued by: 

Effective Date: 10/1/2013

Title: President

Cancels Original Sheet No. 104
Sheet No.

NATURAL GAS RATES
INTERRUPTIBLE TRANSPORTATION SERVICE
SCHEDULE TI

APPLICABILITY

Service is applicable to interruptible transportation of Shipper's Gas from the Company's Receipt Point(s) to the Delivery Point(s) on the Company's system as specified in the Customer's Interruptible Transportation Service Agreement.

MONTHLY RATE

Rate will be determined by Interruptible Special Rate Transportation Service Agreement with the Customer.

CHARACTER OF SERVICE

Transportation of Customer-owned, pipeline quality, natural gas will be delivered on an interruptible basis from a receipt point within the Company's service territory to the facilities at the Customer's delivery point, as specified in the Customer's Interruptible Transportation Service Agreement. The Company will control the dispatch of such gas, and dispatch will be provided as requested by the Customer, in accordance with Terms and Conditions of the executed Transportation Service Agreement between the Customer and the Company

RULES AND REGULATIONS

Service supplied under this schedule is subject to the Company's Terms and Conditions on file with the Maine Public Utilities Commission and the executed Interruptible Transportation Service Agreement between the Customer and the Company.

Issue Date: 9/27/2013

Issued by: [Signature]

Effective Date: 10/1/2013

Title: President

Docket No. 2012-00258
Effective Date: 10/1/13

Original Sheet No. 105  
Cancels Sheet No. \_\_\_\_\_

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Issue Date: 9/27/2013

Issued by: 

Effective Date: 10/1/2013

Title: President

**Docket No. 2012-00258**  
**Effective Date: 10/1/13**

Original Sheet No. 106  
Cancels Sheet No. \_\_\_\_\_

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Issue Date: 9/27/2013

Issued by: 

Effective Date: 10/1/2013

Title: President

**Docket No. 2012-00258**  
**Effective Date: 10/1/13**

COST OF GAS ADJUSTMENT

<u>Rate Schedule</u>	<u>Cost of Gas Adjustment</u>	
RG - Residential Class	\$ 0.899	per therm
SCG - Small Commercial Class <sup>1</sup>	\$ 0.899	per therm
LCG - Large Commercial Class <sup>2</sup>	\$ 0.899	per therm

1 SCG - Small Commercial Class (Non-Residential) with 1500 Dth or less per year usage

2 LCG - Large Commercial Class (Non-Residential) with greater than 1500 Dth per year usage

The Cost of Gas Adjustment is subject to change periodically per Sheets 87, 88, and 89 of the Company's Terms and Conditions of Service.

Issue Date: July 16, 2018

Issued by: 

Effective Date: October 1, 2018

Title: Kurt Adams, President

**DOCKET NO 2018-00184**  
**EFFECTIVE 10/1/18**

442 Civic Center Drive, Suite 100  
Augusta, Maine 04330

	<u>First Revised</u>	<u>Sheet No. 108.1</u>
Cancels	<u>Original</u>	<u>Sheet No.</u>

EFFICIENCY MAINE TRUST ASSESSMENT

A. PURPOSE

The Efficiency Maine Trust Assessment ("EMT Assessment") is intended to produce the amount the Company is required to pay for the Efficiency Maine Trust Assessment as established annually by Order of the Maine Public Utilities Commission ("MPUC").

B. APPLICATION

The EMT Assessment will be applied to all customers of Summit Natural Gas of Maine, Inc. ("Summit") in the Residential, Small Commercial, Large Commercial, and Transportation classes. Manufacturers and large-volume agricultural businesses will be assessed on the first 1,000,000 centum cubic feet ("Ccf") of natural gas usage during the 12-month period beginning in October each year.

A wholesale electricity-generating facility that has a nameplate capacity of 3 megawatts or greater and that sells a material portion of its power output into the wholesale is exempt from the EMT Assessment. If a customer's electricity-generating facility generates solely or primarily for self-consumption, the facility is not exempt from the EMT Assessment.

Any allocable share of the EMT Assessment that is not charged to a customer under a Special Rate Agreement ("SRA") will not be collected through the EMT Assessment.

C. DETERMINATION OF THE EMT ASSESSMENT

The EMT Assessment shall be set at the level required to produce the funding level required for gas conservation programs under the Efficiency Maine Trust's Triennial Plan ("Triennial Plan") as approved by the MPUC. The EMT Assessment shall be determined by dividing the Company's portion of the Efficiency Maine Trust Assessment by the historical sales and transportation demand of all customers and electricity-generating facilities not exempted from the EMT Assessment for the previous calendar year. The EMT Assessment may be adjusted during the annual period to ensure more accurate recovery.

D. RECONCILIATION FOR DIFFERENCES

Summit will reconcile the difference between the required funding level set by the MPUC pursuant to its review of the Triennial Plan and the actual revenues collected through application of the EMT Assessment for the year. In its filing for the next 12 month period, Summit will adjust the EMT Assessment for any remaining differences between actual collections and the required funding levels.

Issue Date: September 26, 2018  
Effective Date: November 1, 2018

Issued by: Kurt Adams  
Title: President

**DOCKET NO 2018-00266**  
**EFFECTIVE 11/1/18**

Summit may propose additional adjustments outside of these set periods.

E. CURRENT EMT ASSESSMENT

The EMT Assessment is \$0.00/Therm.

SUMMIT NATURAL GAS OF MAINE, INC.  
2019 SATURATION INCENTIVE PROGRAM TERMS AND CONDITIONS

Effective December 17, 2018, the following terms and conditions of this 2019 Saturation Incentive Program ("2019 SIP") are being offered by Summit Natural Gas of Maine, Inc. ("Summit") to customers receiving or who will receive residential and commercial service, as defined in Summit's Terms and Conditions (each, a "Customer").

- 1) Summit will be installing new natural gas mains to service select streets, at Summit's sole discretion, that contain at least ten or more potential new customer accounts. Streets which contain more than 100 potential new customer accounts may be divided, at Summit's sole discretion, into two or more sections for purposes of the 2019 SIP. If, by December 31, 2019, at least 50% of the potential new customer accounts identified on a selected street (or, if Summit, in its discretion, divides a street, a section of the street) become active customers, as referenced below, of Summit and all other conditions of the 2019 SIP are met, Summit will pay an incentive of \$500 per account.
- 2) Summit's ability to install a proposed natural gas main shall be contingent upon Summit's ability to secure all necessary state and local permits, easements, and Summit's ability to install a pipeline in the ground. Installations of new natural gas mains shall be in Summit's sole discretion.
- 3) To participate in the 2019 SIP, Customer must be an active customer of Summit on December 31, 2019. An active customer means someone who has natural gas being delivered to their home or building and is using that gas. If Customer has completed and submitted to Summit a customer application by September 30, 2019, Summit has installed a new natural gas main line on the Customer's street, and Summit is delayed or unable to commence running natural gas to Customer's home or building by December 31, 2019, due to no fault of Customer, Customer may be considered an active customer for purposes of the 2019 SIP.

Issue Date: December 17, 2018

Issued by: 

Effective Date: December 17, 2018

Title: Kurt Adams, President

**Docket No. 2018-00344**

**Effective 12/17/18 per 35-A MRS sec. 4706-C(3).**



SUMMIT NATURAL GAS OF MAINE, INC.  
2019 SATURATION INCENTIVE PROGRAM TERMS AND CONDITIONS  
CONTINUED

- 4) To be eligible for the 2019 SIP, Customer must complete and submit to Summit a customer application by September 30, 2019. There are no limits to the number of meters that a Customer can include in the 2019 SIP; however, the incentive will only be awarded once per account. Apartment complexes or other multi-unit buildings will be eligible to receive \$500 per building that converts to natural gas, and any amounts payable under the 2019 SIP will be paid to the owner of the building.
- 5) If all 2019 SIP requirements are met by December 31, 2019, Customer will receive a \$500 check payment for each of Customer's accounts at the selected locations with new mains.
- 6) All money awarded under the 2019 SIP is considered taxable income and is subject to local, state, and federal taxes. If the amount of incentives a customer receives from Summit is \$600 or more in a calendar year, an IRS Form 1099 will be mailed to you for tax reporting purposes. Summit recommends that you keep all statements sent to you for record keeping purposes.
- 7) Customer is not entitled to collect an incentive under the 2019 SIP if in violation of the 2019 SIP rules.
- 8) The following people are not eligible for the 2019 SIP:
  - a. Employees of Summit Utilities, Inc. or its subsidiaries, including Summit Natural Gas of Maine, Inc.
  - b. Anyone that is not an active customer with Summit on December 31.
  - c. New housing developments serviced by the new mains consisting of three or more buildings, residential or commercial.
- 9) Summit may modify or end the 2019 SIP at any time without notice. A customer may combine this incentive with other incentive programs offered by Summit, subject to program qualifications.

Issue Date: December 17, 2018

Issued by: 

Effective Date: December 17, 2018

Title: Kurt Adams, President

**Docket No. 2018-00344**  
**Effective 12/17/18 per 35-A MRS sec. 4706-C(3).**

**SUMMIT NATURAL GAS OF MAINE, INC.**  
2 Delorme Drive  
Yarmouth, Maine 04096

ME PUC No. 2018-00344

Original            Sheet No. 109.3  
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SUMMIT NATURAL GAS OF MAINE, INC.  
2019 SATURATION INCENTIVE PROGRAM TERMS AND CONDITIONS  
CONTINUED

REWARD & REDEMPTION PROCESS:

Checks for the 2019 SIP will only be released after Summit has verified more than 50% of the potential meters serviced by the new main are active and all other terms and conditions of the 2019 SIP are met. Processing may take up to 30 days from December 31, 2019.

Issue Date: December 17, 2018

Issued by: 

Effective Date: December 17, 2018

Title: Kurt Adams, President

**Docket No. 2018-00344**  
**Effective 12/17/18 per 35-A MRS sec. 4706-C(3).**