

Tariff & Meters:

Tariff:	☐ Rate 10-SE ☒ Rate 20-SE ☐ Rate 30-SE
Main Location:	☐ On Main ☒ Off Main
# Meters:	1
Dedicated Customer Phone Line	☒ Required ☐ Not Required

Customer: Town of Waterford **Contact Email:** firstsel@waterfordct.org
Service Location: 41 Avery Road **Billing/Notice Address:** 41 Avery Road
Waterford, CT 06385 Waterford, CT 06385
Contact Phone: (860) 444 - 5834 **Property Owner:** Town of Waterford
Term: 25 years after service starts **Contribution Amount:** \$ 0.00
Maximum Daily Demand: 150 CCF **Nominal Supply Pressure:** 2 PSI
Maximum Hourly Demand: 1,500 CFH **Minimum Protection Pressure:** .5 PSI

Portfolio Installation: ☒ YES ☐ NO

If this Agreement is part of a portfolio installation (by checking yes), then we intend to consolidate installing your service with new service to other customers in your vicinity as a single "portfolio view" per applicable regulations. As a result, our obligations under this Agreement are subject to, and conditioned on, a sufficient number of those other customers obtaining service from us to satisfy those regulations. **You should not purchase/install, or incur a non-cancellable obligation to purchase/install, gas-fired equipment or related work in anticipation of receiving service under this Agreement until we have assembled the required portfolio as demonstrated by our starting to install necessary piping, meters and other facilities (together, "Service Lines") on your property.** If we have not started that installation within 180 days after the effective date of this Agreement, then this Agreement will terminate and be null and void without any liability whatsoever.

The words you and your mean the person identified above as "Customer." The words we, us and our mean Yankee Gas Services Company (doing business as Eversource Energy) or the "Company."

You agree to purchase gas service from us subject to the terms of this general gas service agreement including the attached Terms of Service ("Agreement") and in accordance with the terms and conditions of the Tariff identified above and our Rules and Regulations ("Rules"), both as amended from time to time and incorporated into this Agreement by this reference. In the case of any conflict or inconsistency, the Tariff has priority, followed by the Rules, and then this Agreement. This Agreement, the Tariff, the Rules and our obligations are subject to our compliance with all of the terms, conditions and requirements imposed by the Connecticut Public Utilities Regulatory Authority ("PURA").

Your signature below confirms that you have read, understood and accepted this Agreement, including the accompanying Terms of Service, and that the information provided above is complete and accurate.

Customer
Yankee Gas Services Company d/b/a Eversource Energy

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____, 20____

Date: _____, 20____

If you have any questions or complaints concerning the terms of our service, you may write to us at Eversource Energy, 107 Selden Street, Berlin, CT 06037, Attention: Gas Sales & Marketing – NUS2 or call us at 1-800-989-0900. A current version of the Tariff and Rules can be located at <https://www.eversource.com/Content/ct-c/business/my-account/my-bill/gas-tariffs-rules>

1. The Service Lines installed by us are our property, and we will retain ownership of them even after service or this Agreement has ended. All pipe and equipment beyond our meter will be furnished, installed (including pressure testing and approval by local authorities), owned, repaired and maintained by you. We will leave our installation area level with its surroundings and clean from any debris we created. You are responsible for restoring the installation area. If we disturb your paved area or sidewalk, we will patch/repair only the affected area.

2. If a Contribution Amount is required (as indicated on the first page of this Agreement), then that payment is due and owing to us upon your execution of this Agreement, and this Agreement cannot become effective until you have fully paid the Contribution Amount.

3. In our cost estimating, we have used reasonable efforts to determine the conditions under which the Service Lines will be installed. However, you agree that, in the event certain circumstances happen or are encountered including, without limitation: (a) presence of ledge or rock requiring excavation; (b) presence of retaining walls or extensive landscaping; (c) a requirement for new or expanded access rights; (d) steel pipe installations; (e) location on a state highway; (f) requirement to cross a culvert, stream or other obstacle; (g) location on a newly paved or concrete road; (h) the requirement of frost excavation; (i) the requirement of environmental remediation or any other governmental requirement; (j) the presence of underground facilities of other utilities (including your own facilities that you have installed on your property like irrigation systems, interior piping, and electric systems); or (k) any other condition not included within the calculation of our project cost estimate and which results in additional costs to us, then we reserve the right to require that you pay an increase in the Contribution Amount or a first-time Contribution Amount (if we did not require a Contribution Amount upfront). You also will pay the costs of any construction delays attributable to you. You will pay those amounts within 30 days after receiving our invoice.

4. Before we install the Service Lines, you will locate and mark out all private underground facilities (including installations described in Section 3(j) above) located on your property. We will not be responsible for damage to any underground facility that have not been properly marked or that has resulted from your negligence.

5. You will provide us, in accordance with our specifications and at no cost to us, with (a) traffic barriers in all locations where the Service Lines are subject to vehicular traffic; and (b) all necessary property easements in accordance with our standard easement acquisition policy prior to the installation of the Service Lines. You also must properly mark the fuel line manifold with a metal tag or other permanent identification.

6. We are not liable for delays in installing, beginning or

maintaining service not within our reasonable control, such as weather, adverse field conditions, work stoppage, acts of God or other similar event or occurrence. You must take service under this Agreement within 60 days after the date we have installed the Service Lines. If you do not take service within that period, then we have the right to terminate this Agreement, and you will have to pay us for the costs we paid or incurred to have installed the Service Lines, plus the costs we will have to pay to carry and retire them, and all related costs.

7. This Agreement will remain in effect for the Term indicated on the first page of this Agreement, unless sooner terminated by us as allowed under the Tariff, the Rules, this Agreement and/or the law, and will automatically remain in effect thereafter unless so terminated. You acknowledge your service will remain under the Tariff rate indicated on the first page of this Agreement for 10 years after the start of gas service.

8. Gas service will be billed under the Tariff. All bills for any charges under the Tariff and this Agreement will be paid by you within 28 days of the invoice statement date (or 60 days for State or municipal service). Any bill not paid on time may result in the termination of your service per the Tariff and related statutes and regulations and will be subject to a late payment charge calculated in accordance with the Tariff and Rules. You will reimburse us for all costs of providing service to you and all sums expended in connection with any action or suit to remedy a default or collect payment, including reasonable attorney's fees and court costs.

9. TO THE EXTENT ALLOWED BY LAW, UNDER NO CIRCUMSTANCE WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE OTHER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IT BEING OUR INTENTION TO LIMIT OUR RESPECTIVE LIABILITY UNDER THIS AGREEMENT TO DIRECT DAMAGES ONLY. WE DISCLAIM ANY AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES RELATING TO GAS PRESSURE OR DELIVERY PRESSURE.

10. This Agreement, which will be governed by Connecticut law, is the entire agreement between you and us relating to gas service to the Service Location, and it can only be modified in writing signed by both you and us. Counterparts and electronic signatures will be deemed originals. No previous representations or promises made by us are binding unless they are part of this Agreement. The invalidity of one or more of the phrases, sentences or clauses contained in this Agreement will not affect the validity or enforceability of the remaining portions so long as the material purposes of this Agreement can be determined. You may not transfer this Agreement without our consent. This Agreement is binding on, and for the benefit of, successors and permitted assigns.

Tariff & Meters:

Tariff:	☐ Rate 10-SE ☒ Rate 20-SE ☐ Rate 30-SE
Main Location:	☐ On Main ☒ Off Main
# Meters:	1
Dedicated Customer Phone Line	☒ Required ☐ Not Required

Customer: Town of Waterford

Contact Email: firstsel@waterfordct.org

Service Location: 204 Boston Post Road

Billing/Notice Address: 49 Rope Ferry Road

Waterford, CT 06385

Waterford, CT 06385

Contact Phone: (860) 444-5834

Property Owner: Town of Waterford

Term: 25 years after service starts

Contribution Amount: \$0.00

Maximum Daily Demand: 360 CCF

Nominal Supply Pressure: 2 PSI

Maximum Hourly Demand: 1500 CFH

Minimum Protection Pressure: 5 PSI

Portfolio Installation: ☒ YES ☐ NO

If this Agreement is part of a portfolio installation (by checking yes), then we intend to consolidate installing your service with new service to other customers in your vicinity as a single "portfolio view" per applicable regulations. As a result, our obligations under this Agreement are subject to, and conditioned on, a sufficient number of those other customers obtaining service from us to satisfy those regulations. **You should not purchase/install, or incur a non-cancellable obligation to purchase/install, gas-fired equipment or related work in anticipation of receiving service under this Agreement until we have assembled the required portfolio as demonstrated by our starting to install necessary piping, meters and other facilities (together, "Service Lines") on your property.** If we have not started that installation within 180 days after the effective date of this Agreement, then this Agreement will terminate and be null and void without any liability whatsoever.

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Your signature below confirms that you have read, understood and accepted this Agreement, including the accompanying Terms of Service, and that the information provided above is complete and accurate.

Customer

Yankee Gas Services Company d/b/a Eversource Energy

Signature:

Signature:

Print Name:

Print Name:

Date: , 20

Date: , 20

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9. TO THE EXTENT ALLOWED BY LAW, UNDER NO CIRCUMSTANCE WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE OTHER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IT BEING OUR INTENTION TO LIMIT OUR RESPECTIVE LIABILITY UNDER THIS AGREEMENT TO DIRECT DAMAGES ONLY. WE DISCLAIM ANY AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES RELATING TO GAS PRESSURE OR DELIVERY PRESSURE.

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