

LOAD MANAGEMENT SERVICE

AVAILABILITY

Service under this Rate Schedule is available to all non-residential customers who, by a separate and signed contract, agree to reduce demand to a predetermined minimum level as required by the Company, subject to the terms and conditions of this Schedule and who, as of December 31, 2000, take service under a firm rate schedule or who, as of the time of application for service, are customers the Company would accept for full firm service. This Schedule shall apply to reduction or interruption of demand during the Company's peak period of December through February. The customer must contract to reduce or interrupt demand by 500 Therms per day or more upon request by the Company. The Company shall not be required to contract with a customer for an amount of interruptible demand greater than the Company determines that the customer is capable of providing or where the Company determines that it would not be economical to do so. Service under this Rate must be taken in conjunction with the applicable rate for firm service and is subject to the Company's Terms and Conditions in effect from time to time.

DAILY CONTRACT DEMAND

The customer's Daily Contract Demand to be used with this Schedule shall be established in a contract between the Company and the customer.

INTERRUPTIBLE DAILY DEMAND

The hourly demand in the hour immediately preceding the time of the notice to interrupt shall be used as the basis for establishing the existing daily demand level. The difference between the existing daily demand level and the average daily demand during the period of interruption will be the Interruptible Daily Demand. The Interruptible Daily Demand will not exceed the Daily Contract Demand.

MONTHLY SERVICE CHARGE

A monthly service charge of \$50.00 shall be paid by customer regardless of use.

DEMAND INTERRUPTION

The Company, in its sole discretion, shall determine the need for reduction of demand. The customer will, upon either 4, 12 or 24 hours (as selected in the contract by the customer and approved by the Company) notice from the Company, reduce the demand supplied by the Company to the minimum firm daily demand specified in the contract. The customer will continue to provide the interruptible demand until notified by the Company that the demand may be increased. The Company, at its sole discretion, shall determine the time and frequency of interruption as required for the safe and reliable operation of its gas system.

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FREQUENCY OF INTERRUPTION

The Company shall not request interruption by the customer during the months of December, January and February for more than 15 days. Any unused days of interruption shall not be carried over to the succeeding year.

MONTHLY DEMAND INTERRUPTION CREDIT

A. Demand Credit

The customer's applicable Daily Contract Demand shall be multiplied by the applicable rate based on the advance notice period as follows:

\$ 8.00 per Dekatherm	24 hours advance notice
\$ 9.50 per Dekatherm	12 hours advance notice
\$11.00 per Dekatherm	4 hours advance notice

This credit shall be paid to the customer in each of the 6 winter months during the period of November through April each year.

B. Energy Credit

The amount of Energy Credit applicable for each event of requested interruption will be calculated as follows:

$$E = I \text{ times (A-F) times L}$$

where:

E =	Energy credit for each daily interruption
I =	Interruptible Daily Demand or total daily volumes interrupted
A =	The unit cost of the Company's marginal daily source of supply which would have been required to supply the interrupted volumes
F =	The price of the customer's alternate fuel as established monthly under the Interruptible Sales Service Rate
L =	Factor for transmission and distribution losses of 1.01

The Monthly Energy Credit will be the sum of all Energy Credits calculated for each event of interruption during the month.

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FAILURE TO INTERRUPT

Hourly consumption will be monitored by Berkshire to ensure that the customer adheres to the Company's request to reduce gas consumption or switch to alternate fuel. If at any time during the months of December, January and February, the customer fails to comply fully with the Company's request for a demand interruption as required by the terms of this Schedule and the contract entered into hereunder: (i) the customer shall become ineligible for service under this Schedule for the remainder of that period for any level of interruptible demand greater than the level at which the customer was able to comply with the Company's request for demand interruption; and (ii) the customer's bills for all remaining months of the period will, in addition to all other lawful charges, include an amount equal to the greater of: a) \$50 per month or b) total credits received by that customer during the preceding 12-month period.

METERING

All costs associated with the metering installation and equipment required by the Company shall be paid by the customer before service is provided pursuant to this rate.

CONTRACT

A contract is required for service under this Rate. The contract shall specify the delivery point or points, the amount of interruptible daily contract demand and any special conditions associated with the facilities providing the service.

Credit for service under this Rate shall begin on November 1 or the date the customer signs the contract and credits shall be prorated to reflect calendar days in the first month in which a customer takes service under the rate.

Any customer requesting service under this Rate must provide the Company with a written request for a contract no later than September 1 immediately preceding the Company's gas year beginning on November 1 for which the contract is proposed, setting forth the amounts of interruptible demand to be provided and fixed minimum contract demand requested. The Company shall have sixty (60) days in which to review the application and decide whether to enter into the proposed contract and the amount of interruptible daily contract demand requested.