

INTERRUPTIBLE SALES SERVICE

AVAILABILITY

Service in accordance with this schedule is available to commercial and industrial customers where the customer has facilities for the use of displaced alternate fuel which may be substituted for gas within one hour at any time during the periods gas is not available from the Company under this rate schedule, and only where the Company has adequate service facilities to the point of delivery and service if furnished through a separate meter.

Gas service hereunder to any one or more customers may be reduced or interrupted at any time or from time to time at the Company's sole discretion on one hour's notice from the Company.

HEAT CONTENT

The gas supplied in accordance with this schedule shall have a heat content of not less than 967 British Thermal Units per cubic foot.

RATE CALCULATION

The rate to be paid each month for all gas supplied will be direct function of the customer's alternate fuel oil posted price as listed in the "Journal of Commerce" Daily Petroleum Prices. The posted price shall be the Albany "Consumer Tank Car" lowest quoted price for #2 oil, #4 oil, and #6 oil and shall be the price in effect on or about the first day of said billing month. The percentage of posted price of oil to be charged will be determined by the Company monthly. These rates will be calculated in accordance with the following formula:

RATE CODE #2 (alternate fuel #2 oil)

$$(\$/\text{Therm}) = \frac{(\text{Posted price/gal. (\#2)} \times 1,000,000 \times \text{Percentage of posted price of oil})}{140,000 \times 10} \text{ / average btu value}$$

RATE CODE #4 (alternate fuel #4 oil)

$$(\$/\text{Therm}) = \frac{(\text{Posted price/bbl. (\#4)} \times 1,000,000 \times \text{Percentage of posted price of oil})}{145,000 \times 42 \times 10} \text{ / average btu value}$$

RATE CODE #6 (alternate fuel #6 oil)

$$(\$/\text{Therm}) = \frac{(\text{Posted price/bbl. (\#6)} \times 1,000,000 \times \text{Percentage of posted price of oil})}{150,000 \times 42 \times 10} \text{ / average btu value}$$

RATE CODE #8 (customer with more than 100,000 Therm/Month capabilities)

$$(\$/\text{Therm}) = \frac{(\text{Posted price/bbl. (\#4)} \times 1,000,000 \times \text{Percentage of posted price of oil})}{150,000 \times 42 \times 10} \text{ / average btu value}$$

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TERMS OF PAYMENT

Rates are net and bills are payable on presentation.

SPECIAL PROVISIONS

- (a) The Customer's installation and equipment to be used for the purposes herein about specified shall be acceptable to the Company.
- (b) The Company may make available, disconnect, reduce, or interrupt the supply of gas furnished hereunder to any one or more customers at any time, or from time to time, at the Company's sole discretion.
- (c) If the Customer fails to disconnect the use of gas after having received notice from the Company to do so, or uses gas at any other time without authorization by the Company, such authorized gas use will be billed at the rate of \$1.00 per therm, in addition to existing rate.
- (d) During times when interruptible service is not made available to customers hereunder, the Company may supply limited quantities of gas for short periods for temporary or emergency used by a customer provided gas is available for said purposes, and operational conditions permit. Gas authorized for such use shall be billed in accordance with the rates contained in the Company's Commercial Service Rate, as such rate shall be in effect from time to time.
- (e) If Berkshire elects to sell volumes at less than the commodity cost, the Department of Telecommunications and Energy will be notified of the details of these sales.

TERMS OF CONTRACT

The term of contract under this schedule shall be for a initial period of at least one year, and shall continue in effect thereafter until canceled by either party on 30 days written notice.

TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.