

**ORDINANCE: 1878**  
**ADOPTED: 9/15/2025**  
**PUBLISHED: 9/17/2025**

**COUNCIL ORDINANCE**

AN ORDINANCE AUTHORIZING THE CITY OF NORWICH DEPARTMENT OF PUBLIC UTILITIES TO PURSUE ADDITIONAL PIPELINE CAPACITY IN CONNECTION WITH THE RELIABLE AFFORDABLE RESILIENT ENHANCEMENT (RARE) EXPANSION PROJECT AND ENTER INTO RELATED AGREEMENTS WITH ALGONQUIN GAS TRANSMISSION, LLC

**WHEREAS**, the City of Norwich Department of Public Utilities (“NPU”), a department of the City of Norwich, Connecticut (the “City”), currently purchases natural gas pipeline capacity from Algonquin Gas Transmission, LLC (“Algonquin”), which owns the sole delivery pipeline to the City; and

**WHEREAS**, Algonquin’s is proposing to expand its interstate natural gas transmission system in order to offer additional firm natural gas transportation capacity by constructing, owning and operating new pipeline and related facilities in Rhode Island and Massachusetts (the “Project”); and

**WHEREAS**, Algonquin is willing to construct the Project to provide additional firm natural gas transportation service to NPU and NPU is willing to compensate Algonquin for such additional service; and

**WHEREAS**, on June 24, 2025, the NPU Board approved a resolution authorizing the General Manager of NPU to pursue the additional pipeline capacity (the “Resolution”); and

**WHEREAS**, NPU and Algonquin desire to enter into a Service Agreement attached hereto as **Exhibit A** (the “Service Agreement”) and a Precedent Agreement attached hereto as **Exhibit B** (the “Precedent Agreement”) setting forth Algonquin obligations to facilitate the Project and provide NPU with additional firm purchase capacity and NPU’s concurrent purchase obligations; and

**WHEREAS**, the primary term of the Service Agreement is proposed to be fifteen (15) years, from the Service Commencement Date (as defined therein) with an option to renew for either five (5) or ten (10) years; and

**WHEREAS**, in addition to approval by the NPU Board, the purchase of additional capacity and the execution of the 15-year Service Agreement and Precedent Agreement must be subsequently approved by a vote of the Norwich City Council.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORWICH:

**Section 1.** That NPU is duly authorized to pursue additional pipeline capacity of up to 1,000 dekatherms per day in connection with the Project.

**Section 2.** That the General Manager of NPU, or its designee - acting on behalf of NPU herein - (the “General Manager”) is authorized to enter into the Service Agreement and the

Precedent Agreement with a maximum term of 25 years, including an initial term of 15 years and a renewal option of up to 10 years, containing such terms and conditions as the General Manager shall approve, and the General Manager's signature on such agreements shall be conclusive evidence of its approval as authorized hereby.

**Section 3.** That the General Manager is further authorized to negotiate and execute any other agreements, documents, amendments, supplements, certificates or writings, including, but not limited to, any security or intercreditor agreements, that the General Manager, in its discretion, believes are necessary and appropriate to carry out the intent of the Resolution and this Ordinance, and the General Manager's signature on any such documents shall be conclusive evidence of its approval as authorized hereby.

**Section 4.** This Ordinance shall be effective upon adoption by the City Council.

Mayor Peter Albert Nystrom  
Alderman Stacy Gould  
Alderman Swarnjit Singh

**EXHIBIT A**

**SERVICE AGREEMENT**

## EXHIBIT A

### FORM OF SERVICE AGREEMENT (APPLICABLE TO RATE SCHEDULE AFT-1)

Date: \_\_\_\_\_,

Contract No. \_\_\_\_\_

#### SERVICE AGREEMENT

This AGREEMENT is entered into by and between Algonquin Gas Transmission, LLC, ("Algonquin") and NORWICH, CITY OF, CONNECTICUT, BOARD OF PUBLIC UTILITIES COMMISSIONERS ("Customer").

WHEREAS, in connection with the firm transportation service contemplated herein, Algonquin and Customer are contemporaneously executing a Precedent Agreement, as may be amended from time to time, which sets forth certain conditions precedent to Algonquin's and Customer's rights and obligations under this Agreement and which is referred to herein as the "Precedent Agreement".

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Algonquin shall deliver, and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Algonquin's Rate Schedule AFT-1 and the General Terms and Conditions of Algonquin's Tariff, which are incorporated herein by reference and made a part hereof.

The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement between Algonquin and Customer related to this Agreement.

2. The Maximum Daily Transportation Quantity (MDTQ) and Maximum Annual Transportation Quantity (MATQ) for service under this Agreement and any right to increase or decrease the MDTQ or MATQ during the term of this Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

3. This Agreement shall be effective on the Service Commencement Date as set forth in Section 5 of the Precedent Agreement and shall continue for a term ending on and including the 15<sup>th</sup> anniversary of the Service Commencement Date ("Primary Term") and shall continue to be effective from year to year thereafter unless and until terminated by Algonquin or Customer upon prior written notice of at least 1 year. Customer may, at its option, extend the Primary Term for up to 100% of the MDTQ for either five (5) or ten (10) years ("Term Extension"), provided that Customer notifies Algonquin of such extension, including whether Customer chooses to extend the term for five (5) or ten (10) years, at least twelve (12) months prior to the expiration of the Primary Term. This agreement, as extended, shall remain in force from year to year thereafter unless terminated by either party upon one (1) year of prior written notice provided prior to the end of the Term Extension or any successive term thereof. This Agreement may be terminated at any time by Algonquin in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty days after payment is due; provided Algonquin gives ten days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Algonquin guaranteeing payment to Algonquin of such outstanding bill; provided that Algonquin shall not be entitled to terminate service pending the resolution of a disputed bill if Customer complies with the billing dispute procedure currently on file in Algonquin's Tariff. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Algonquin's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Algonquin's Tariff, the provision of a termination notice by either Customer or Algonquin, pursuant to the preceding paragraph, a notice of partial reduction in Maximum Daily Transportation Quantity and Maximum Annual Transportation Quantity pursuant to Exhibit C or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 9 of the General Terms and Conditions of Algonquin's Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Algonquin have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Algonquin's Tariff. It is further agreed that Algonquin may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Algonquin's Tariff, and Algonquin shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.
5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Algonquin may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Algonquin: As provided for in Section 51.2 of Algonquin's General Terms and Conditions.

Customer:  
NORWICH, CITY OF, CONNECTICUT, BOARD OF PUBLIC UTILITIES COMMISSIONERS  
16 SOUTH GOLDEN STREET  
NORWICH, CT 06360

6. The interpretation and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Massachusetts, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
7. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below, if applicable, except that in the case of conversions from former Rate Schedules F-2 and F-3, the parties' obligations under Article II of the service agreements pertaining to such rate schedules shall continue in effect:

None

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER: NORWICH, CITY OF,  
CONNECTICUT, BOARD OF PUBLIC  
UTILITIES COMMISSIONERS

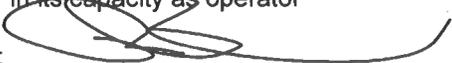
ALGONQUIN GAS TRANSMISSION, LLC

By: 

Name: Christopher LaRose

Title: General Manager

By: Spectra Algonquin Management, LLC,  
in its capacity as operator

By: 

Name: Richard M. Paglia

Title: President

**FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE AFT-1)**

Exhibit A

Point(s) of Receipt

Dated: \_\_\_\_\_

To the service agreement under Rate Schedule AFT-1 dated \_\_\_\_\_ between Algonquin Gas Transmission, LLC (Algonquin) and NORWICH, CITY OF, CONNECTICUT, BOARD OF PUBLIC UTILITIES COMMISSIONERS (Customer) concerning Point(s) of Receipt.

Exhibit A Effective Date: Service Commencement Date

Primary  
Point of  
Receipt

Maximum Daily  
Receipt Obligation (dth)

Maximum  
Receipt Pressure

00214 RAMAPO-MILLENNIUM (ROCKLAND,  
NY) ROCKLAND CO., NY

1,000

AT ANY PRESSURE REQUESTED BY  
ALGONQUIN BUT NOT IN EXCESS OF  
ALGONQUIN'S MAXIMUM ALLOWABLE  
OPERATING PRESSURE (MAOP)

Signed for Identification

Algonquin Gas Transmission, LLC

By: Spectra Algonquin Management, LLC,

*in its capacity as operator*

By: \_\_\_\_\_

Name: Richard M. Paglia

Title: President

Customer: \_\_\_\_\_

Supersedes Exhibit A Dated \_\_\_\_\_ N/A \_\_\_\_\_

**FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE AFT-1)**

Exhibit B

Point(s) of Delivery

Dated: \_\_\_\_\_

To the service agreement under Rate Schedule AFT-1 dated \_\_\_\_\_ between Algonquin Gas Transmission, LLC (Algonquin) and NORWICH, CITY OF, CONNECTICUT, BOARD OF PUBLIC UTILITIES COMMISSIONERS (Customer) concerning Point(s) of Delivery.

Exhibit B Effective Date: Service Commencement Date

Primary Point of Delivery

Maximum Daily Delivery Obligation (dth)

Minimum Delivery Pressure

00046 YANTIC (HARTFORD,CT)  
NEW LONDON CO., CT

1,000

200 POUNDS PER SQUARE INCH  
GAUGE

Signed for Identification

Algonquin Gas Transmission, LLC

By: Spectra Algonquin Management, LLC,  
in its capacity as operator

By:   
Name: Richard M. Paolia  
Title: President

Customer: 

Supersedes Exhibit B Dated \_\_\_\_\_ N/A \_\_\_\_\_

**FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE AFT-1)**

Exhibit C

Transportation Quantities

Dated: \_\_\_\_\_

To the service agreement under Rate Schedule AFT-1 dated \_\_\_\_\_ between Algonquin Gas Transmission, LLC (Algonquin) and NORWICH, CITY OF, CONNECTICUT, BOARD OF PUBLIC UTILITIES COMMISSIONERS (Customer) concerning transportation quantities.

Exhibit C Effective Date: Service Commencement Date

MAXIMUM DAILY TRANSPORTATION QUANTITY (MDTQ): 1,000 Dth  
Dth Period

MAXIMUM ANNUAL TRANSPORTATION QUANTITY (MATQ): 365,000 Dth

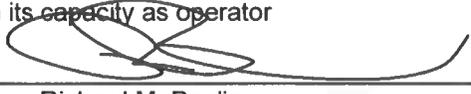
PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Transportation Quantity by N/A dth and Maximum Annual Transportation Quantity by N/A dth, maintaining the existing Maximum Daily Transportation Quantity to Maximum Annual Transportation Quantity relationship, as of N/A, or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Algonquin.

Algonquin and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's Maximum Daily Transportation Quantity is in addition to and not in lieu of any ROFR right to reduce Customer's Maximum Daily Transportation Quantity on a volumetric basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's Maximum Daily Transportation Quantity is subject to the ROFR procedures specified in the General Terms and Conditions of Algonquin's Tariff and Customer may retain the balance of the Maximum Daily Transportation Quantity without being subject to the ROFR procedures.

Signed for Identification

Algonquin Gas Transmission, LLC

By: Spectra Algonquin Management, LLC,  
in its capacity as operator

By:   
Name: Richard M. Paglia  
Title: President

Customer: 

Supersedes Exhibit C Dated \_\_\_\_\_ N/A \_\_\_\_\_

**EXHIBIT B**

**PRECEDENT AGREEMENT**

**PRECEDENT AGREEMENT**

This PRECEDENT AGREEMENT (“Precedent Agreement”) is made and entered into this 18th day of August 2025 (“Effective Date”), by and between **Algonquin Gas Transmission, LLC** (“Pipeline”), a Delaware limited liability company, and **NORWICH, CITY OF, CONNECTICUT, BOARD OF PUBLIC UTILITIES COMMISSIONERS**, a municipality organized under the laws of Connecticut (“Customer”). Pipeline and Customer are sometimes referred to individually as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

WHEREAS, Pipeline owns and operates an interstate gas transmission system in the Northeastern United States; and

WHEREAS, subject to the terms of this Precedent Agreement, Pipeline is proposing to expand and/or modify its interstate natural gas transmission system in order to offer additional firm natural gas transportation capacity by constructing, owning and operating new pipeline and related facilities in Rhode Island, and Massachusetts necessary to provide firm transportation from the agreed-upon primary receipt point specified herein to the agreed-upon primary delivery point(s) specified herein (the “Project”); and

WHEREAS, Customer desires firm natural gas transportation service as part of the Project; and

WHEREAS, subject to the terms and conditions of this Precedent Agreement, Pipeline is willing to construct the Project to provide such firm natural gas transportation service to Customer and Customer is willing to pay Pipeline for such service;

NOW, THEREFORE, in consideration of the mutual covenants herein assumed, and intending to be legally bound, Pipeline and Customer agree as follows:

1) Pipeline Obligations.

a) Subject to the terms and conditions of this Precedent Agreement, Pipeline shall use commercially reasonable efforts to obtain from all governmental and regulatory authorities having competent jurisdiction over the premises, including, but not limited to, the Federal Energy Regulatory Commission (“Commission”), the authorizations and/or exemptions Pipeline determines are necessary: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] (“Pipeline’s Authorizations”); and [REDACTED]

[REDACTED]. Pipeline

reserves the right to file and prosecute any and all applications for such authorizations, any supplements or amendments thereto, and, if necessary, any request for rehearing or court review, that are consistent with this Precedent Agreement, the Service Agreement as defined in Paragraph 4(a), and the Negotiated Rate Agreement as defined in Paragraph 4(b), in a manner it deems to be in its best interest. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2) Customer Obligations.

a) Subject to the terms and conditions of this Precedent Agreement, Customer shall

use commercially reasonable efforts to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] (“Customer’s Authorizations”).

b) Customer reserves the right to file and prosecute applications for Customer’s

Authorizations, and, if necessary, any court review, in a manner it deems to be in

its best interest. Customer agrees to notify Pipeline within [REDACTED] in

writing when each of Customer’s Authorizations is received, obtained, rejected or

denied. Customer shall also promptly notify Pipeline in writing as to whether each

of Customer’s Authorizations that has been received or obtained is acceptable to

Customer, provided such that Customer’s Authorizations will be acceptable to

Customer if they are issued or granted in form and substance as requested by

Customer or, if not as requested, in form and substance acceptable to Customer.

c)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3) Reserved for Future Use.

4) Agreements.

a) Firm Service Agreement. To effectuate the firm transportation service contemplated herein, Customer and Pipeline are contemporaneously executing this Precedent Agreement and a firm transportation service agreement under Rate

Schedule AFT-1 in Pipeline's currently effective FERC Gas Tariff ("Service Agreement"), which:

- i) specifies an Maximum Daily Transportation Quantity ("MDTQ") of 1,000 dekatherms per day ("Dth/d"), exclusive of fuel requirements, effective on the Service Commencement Date (as determined in accordance with Paragraph 5 of this Precedent Agreement);
  - ii) specifies a primary term of fifteen (15) years commencing on the Service Commencement Date ("Primary Term");
  - iii) specifies the following Primary Point of Receipt and Maximum Daily Receipt Obligation ("MDRO"): Ramapo (Meter No. 00214) – with the MDRO equal to the MDTQ;
  - iv) specifies the following Primary Point of Delivery and Maximum Daily Delivery Obligation ("MDDO"): Yantic (Meter No. 00046) – with the MDDO equal to the MDTQ; and
  - v) incorporates creditworthiness provisions set forth in this Precedent Agreement.
- b) Negotiated Rate Agreement. Contemporaneously with the execution of this Precedent Agreement, Pipeline and Customer shall execute, in accordance with Section 46 of the General Terms and Conditions ("GT&C") of Pipeline's FERC Gas Tariff, a negotiated rate agreement ("Negotiated Rate Agreement") consistent with the terms of this Precedent Agreement, which shall become effective on the Service Commencement Date, and shall provide for a negotiated rate applicable to service under the Service Agreement on and after the Service Commencement

Date, [REDACTED]

[REDACTED]

[REDACTED]

c) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

d) Renewal. Customer shall have an evergreen right to extend the term of the Service Agreement after the end of the Primary Term or the Term Extension [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

e) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5) Commencement of Service.

a) Service Commencement Date. Upon satisfaction or waiver of all the conditions precedent set forth in Paragraph 8 of this Precedent Agreement, Pipeline shall notify Customer of such fact, and that service under the Service Agreement will commence on a date certain, which date will be the later of: (i) [REDACTED] and (ii) the date that all of the conditions precedent set forth in Paragraph 8 of this Precedent Agreement are satisfied or waived (“Service Commencement Date”); provided that, [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

b) On and after the date on which Pipeline has notified Customer that service under the Service Agreement will commence, Pipeline shall provide firm transportation service for Customer pursuant to the terms of the Service Agreement and Customer will pay Pipeline for all applicable charges required by the Service Agreement and the Negotiated Rate Agreement for such service.

6) Design and Permitting of Project Facilities. Pipeline will undertake the design of the Project facilities and any other preparatory actions necessary for Pipeline to complete and file its application(s) related to the Project with the Commission or other governmental authority as appropriate. Prior to satisfaction of the conditions precedent set forth in Paragraph 8 of this Precedent Agreement, Pipeline shall have the right, but not the

obligation, to proceed with the necessary design of facilities, acquisition of materials, supplies, properties, rights-of-way and any other necessary preparations to implement the firm transportation service under the Service Agreement as contemplated in this Precedent Agreement.

- 7) Construction of Project. Upon satisfaction of the conditions precedent set forth in Paragraphs 8(a)(i) through 8(a)(iv), inclusive, and Paragraphs 8(b)(i) and 8(b)(ii) of this Precedent Agreement, or waiver of the same by Pipeline or Customer, as applicable, Pipeline shall proceed with due diligence to construct the authorized Project facilities and to implement the firm transportation service contemplated in this Precedent Agreement by

[REDACTED]

- 8) Conditions Precedent. Commencement of service under the Service Agreement and Pipeline's and Customer's rights and obligations under the Service Agreement are expressly made subject to satisfaction of the following conditions precedent in this Paragraph 8 (only Pipeline shall have the right to waive the conditions precedent set forth

in Paragraph 8(a)(i) - 8(a)(iv) and only Customer shall have the right to waive the conditions precedent set forth in Paragraph 8(b)):

- a) Pipeline's Conditions Precedent.
  - i) Pipeline's receipt of approval, on or before [REDACTED], from its Board of Directors, or similar governing body, to expend the capital necessary to construct the Project facilities and/or to execute the Service Agreement;
  - ii) Pipeline's receipt and acceptance by [REDACTED] of Pipeline's Authorizations from FERC;
  - iii) Pipeline's receipt on or before [REDACTED], of all necessary governmental authorizations, approvals, and permits required to construct the Project facilities necessary to provide the firm transportation service contemplated herein and in the Service Agreement other than those specified in Paragraph 8(a)(ii);
  - iv) Pipeline's procurement on or before [REDACTED] of all rights-of-way, easements or permits (in form and substance acceptable to Pipeline) necessary for the construction and operation of the Project facilities; and
  - v) Pipeline's completion of construction of the Project facilities and all other facilities required to render firm transportation service for Customer pursuant to the Service Agreement and Pipeline being ready and able to place such facilities into gas service on or before [REDACTED]

- b) Customer's Conditions Precedent.
  - i) Customer's receipt of approval, on or before [REDACTED] from its Board of Directors, or similar governing body, to participate in the Project; and
  - ii) Customer's receipt and acceptance by [REDACTED] of Customer's Authorizations.
- c) With respect to each condition precedent set forth in Paragraph 8(a) of this Precedent Agreement, Pipeline shall use commercially reasonable efforts to provide notice to Customer within five (5) days of the date that such condition precedent has been satisfied or waived. With respect to the conditions precedent set forth in Paragraph 8(b) of this Precedent Agreement, Customer shall use commercially reasonable efforts to provide notice to Pipeline within five (5) days of the date that such condition precedent has been satisfied or waived. The inadvertent failure of either Pipeline or Customer to notify the other as contemplated by this Paragraph 8(c) shall not be considered a breach of this Precedent Agreement nor shall it be considered cause for either Party to terminate this Precedent Agreement.
- d) Unless otherwise provided for herein, Pipeline's Authorizations contemplated in Paragraph 1 of this Precedent Agreement and otherwise associated with the firm transportation service contemplated by this Precedent Agreement must be issued in form and substance reasonably satisfactory to Pipeline. For purposes of this Precedent Agreement, Pipeline's Authorizations shall be deemed satisfactory if issued or granted in form and substance as requested. All other governmental

authorizations, approvals, permits and/or exemptions that Pipeline must obtain must be issued in form and substance reasonably acceptable to Pipeline. All governmental approvals that Pipeline is required by this Precedent Agreement to obtain must be duly granted by the Commission or other governmental agency or authority having jurisdiction, and must be final and no longer subject to rehearing or appeal; provided, however, Pipeline may waive the requirement that such authorization(s) and approval(s) be final and no longer subject to rehearing or appeal.

9) Pre-Service Costs.

a)

[REDACTED]

[REDACTED]

[REDACTED]

b)

[REDACTED]

c)

[REDACTED]

10) Limitations on Liability. NOTWITHSTANDING THE FOREGOING, THE PARTIES HERETO AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTIONS) ARISING OUT OF OR IN ANY MANNER RELATED TO THIS PRECEDENT AGREEMENT, AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE SOLE, CONCURRENT OR CONTRIBUTORY NEGLIGENCE (WHETHER ACTIVE OR PASSIVE), STRICT LIABILITY (INCLUDING, WITHOUT LIMITATION, STRICT STATUTORY

LIABILITY AND STRICT LIABILITY IN TORT) OR OTHER FAULT OF EITHER PARTY. THE IMMEDIATELY PRECEDING SENTENCE SPECIFICALLY PROTECTS EACH PARTY AGAINST SUCH PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF RELATED TO THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY OF SUCH PARTY; AND ALL RIGHTS TO RECOVER SUCH DAMAGES OR PROFITS ARE HEREBY WAIVED AND RELEASED.

11) Termination of Precedent Agreement for Failure of Conditions Precedent.

a) If the conditions precedent set forth in Paragraph 8(a) of this Precedent Agreement excluding the condition precedent set forth in Paragraph 8(a)(v) herein, and Paragraph 8(b) have not been fully satisfied or waived by Pipeline or Customer, as applicable, pursuant to Paragraph 8, by the applicable dates specified therein, or if no date is specified for satisfaction of the applicable condition precedent by [REDACTED] and this Precedent Agreement has not been terminated pursuant to Paragraphs 12 or 13 hereof, then either Party may thereafter seek to terminate this Precedent Agreement, the Service Agreement and the Negotiated Rate Agreement, by providing [REDACTED] prior written notice of its intention to terminate to the other Party; provided, however, if the conditions precedent are satisfied, or waived by Pipeline within such [REDACTED] notice period, then termination of such agreements will not be effective.

b) [REDACTED]  
[REDACTED]

[REDACTED]

12) Additional Termination Rights. In addition to the provisions of Paragraph 11 hereof:

- a) [REDACTED]

[REDACTED]

[REDACTED]

13) Termination Upon Service Commencement Date. If this Precedent Agreement is not terminated pursuant to Paragraphs 11 or 12 hereof, then this Precedent Agreement will terminate by its express terms on the Service Commencement Date, and thereafter Pipeline’s and Customer’s rights and obligations related to the transportation service contemplated herein shall be determined pursuant to the terms and conditions of such Service Agreement, the Negotiated Rate Agreement and Pipeline’s FERC Gas Tariff, as effective from time to time. Notwithstanding any termination of this Precedent Agreement pursuant to Paragraphs 11, 12 or 13 hereof, to the extent that a provision of this Precedent Agreement contemplates that one or both Parties may have further rights and/or obligations hereunder following such termination, the provision shall survive such termination as necessary to give full effect to such rights and/or obligations.

14) Creditworthiness. On or before five (5) business days after the Effective Date, Customer shall satisfy the creditworthiness requirements as set forth in this Paragraph 14.

(A) Creditworthiness Standard. Customer shall at all times during the effectiveness of this Precedent Agreement and the Extended Term of the Service Agreement be “Creditworthy” or shall provide a Guaranty or a Letter of Credit in accordance with Paragraphs 14(b) or 14(c), respectively. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(B) Guaranty. If at any time and from time to time during the effectiveness of this Precedent Agreement and/or the Service Agreement, Pipeline determines that Customer does not meet the requirements of Paragraph 14(a), or if Pipeline initially finds Customer to be Creditworthy but subsequently determines that Customer is no longer Creditworthy, then, unless Customer elects to provide a Letter of Credit in accordance with Paragraph 14(c), Customer will provide, or cause to be provided a guaranty (a “Guaranty”) from a third party (a “Guarantor”), provided such Guarantor satisfies the definition of Creditworthy as set forth in Paragraph 14(a) and Guarantor remains Creditworthy for so long as it guarantees Customer’s payment obligations. If Customer is unable to provide a Guaranty from a Creditworthy Guarantor, then Customer will provide a letter of credit as described in Paragraph 14(c). The Guaranty shall: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] If the original Guarantor is, at any time, no longer Creditworthy, Customer shall provide, or cause to be provided either: (i) a replacement guaranty

from a Creditworthy guarantor, or (ii) a letter of credit as described in Paragraph 14(c).

- (C) Letter of Credit. If, at any time and from time to time during the effectiveness of this Precedent Agreement and/or the Service Agreement, Customer fails to meet the requirements of Paragraph 14(a), or if Customer has provided a Guaranty but Guarantor at any time fails to meet the requirements of Paragraph 14(b) above, Customer shall provide, or cause to be provided, at its sole cost, a standby irrevocable letter of credit from a Qualified Financial Institution (“Letter of Credit”). For purposes herein, a “Qualified Financial Institution” shall mean a

[REDACTED]

The Letter of Credit shall: [REDACTED]

[REDACTED]

[REDACTED]. Pipeline may require Customer at its cost to substitute a Qualified Financial Institution if the Letter of Credit provided is, at any time, from a financial institution which is no longer a Qualified Financial Institution.

- (D) Tariff Credit Provisions Apply. The collateral requirements set forth in this Paragraph 14, shall be in lieu of, the collateral requirements under Section 3.2(i) of the GT&C of Pipeline's FERC Gas Tariff, which would otherwise be applicable to Customer with respect to service under the Service Agreement. All other credit requirements under the GT&C of Pipeline's FERC Gas Tariff will be applicable to Customer with respect to service under the Service Agreement.
- (E) Pipeline Notification. Notwithstanding anything in this Paragraph 14 to the contrary, if at any time during the effectiveness of this Precedent Agreement and/or the Service Agreement, Pipeline determines that Customer is not satisfying the requirements of this Paragraph 14, Pipeline shall notify Customer in writing, and Customer shall satisfy, or cause to be satisfied, such requirement(s) as soon as reasonably practicable, but in no event later than the close of the [REDACTED] [REDACTED] following receipt of such notice from Pipeline.
- (F) Failure to Comply. The failure of Customer to timely satisfy or maintain the requirements set forth in this Paragraph 14 shall in no way relieve Customer of its other obligations under this Precedent Agreement and/or the Service Agreement, nor shall it affect Pipeline's right to seek damages or performance under this Precedent Agreement, the Service Agreement and/or the Negotiated Rate Agreement. Further, in the event of such failure, Pipeline shall have the right, but not the obligation, to suspend or terminate performance under this Precedent Agreement and the Service Agreement, upon [REDACTED]  
[REDACTED]  
[REDACTED]

- (G) Term of Credit Provisions and Survival. This Paragraph 14 shall survive the termination of this Precedent Agreement and shall remain in effect until all payment obligations under this Precedent Agreement, the Service Agreement and the Negotiated Rate Agreement have been satisfied in full.
- (H) Replacement Customer Creditworthiness. In the event Customer assigns this Precedent Agreement and/or the Service Agreement in accordance with the applicable assignment provision(s), or in the event Customer permanently releases all or a portion of Customer's capacity under the Service Agreement in accordance with Section 14 of the GT&C of Pipeline's FERC Gas Tariff, the assignee and/or the permanent replacement customer, as applicable, shall be required to satisfy the requirements of this Paragraph 14 until all payment obligations under this Precedent Agreement, the Service Agreement and Negotiated Rate Agreement have been satisfied in full.
- 15) Amendments. This Precedent Agreement may not be modified or amended unless the Parties execute written agreements to that effect.
- 16) Prior Agreements. This Precedent Agreement and its attachments, when executed, supersede all prior agreements and understandings, whether oral or written, with respect to the Project.
- 17) Successors; Assignments. Any company which succeeds by purchase, merger, or consolidation of title to the properties, substantially as an entirety, of Pipeline or Customer, will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Precedent Agreement. Otherwise, neither Customer nor Pipeline may assign any of its rights or obligations under this Precedent Agreement without the prior written

consent of the other Party hereto, provided that such consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Pipeline and Customer shall each have the right, without obtaining the other Party's consent, to pledge or assign its rights under this Precedent Agreement and/or the Service Agreement as collateral security for indebtedness incurred by such Party or its affiliate.

- 18) No Third-Party Rights. Except as expressly provided for in this Precedent Agreement, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person not a Party hereto any rights, remedies or obligations under or by reason of this Precedent Agreement.
- 19) Joint Efforts: No Presumptions. Each and every provision of this Precedent Agreement shall be considered as prepared through the joint efforts of the Parties and shall not be construed against either Party as a result of the preparation or drafting thereof. It is expressly agreed that no consideration shall be given or presumption made on the basis of who drafted this Precedent Agreement or any specific provision hereof.
- 20) Recitals and Representations. The recitals and representations appearing first above are hereby incorporated in and made a part of this Precedent Agreement.
- 21) Choice of Law; Waiver of Jury Trial. This Precedent Agreement shall be governed by, construed, interpreted, and performed in accordance with the laws of The Commonwealth of Massachusetts, without recourse to any laws governing the conflict of laws. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any proceedings related to this Precedent Agreement.
- 22) Notices. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Precedent Agreement, or any notice which either Party desires to

give to the other, must be in writing and will be sent by two of the following means:  
electronic mail, registered or certified mail, hand delivery or courier to the other Party at  
the addresses set forth below:

Pipeline: Attn: Director of Business Development  
Algonquin Gas Transmission, LLC  
890 Winter Street, Suite 300  
Waltham, MA 02451



with a copy to:

Algonquin Gas Transmission, LLC  
c/o Enbridge (U.S.) Inc.  
915 N. Eldridge Parkway, Suite 1100  
Houston, TX 77079  
Attention: Chief Legal Officer



Customer: Attn: Christopher LaRose  
City of Norwich Department of Public Utilities  
16 South Golden Street  
Norwich, CT  
Phone : (860)823-4173  
Email : ChrisLaRose@npumail.com

or at such other address as either Party designates by written notice. Routine communications, including monthly statements, will be considered duly delivered when sent by electronic mail, registered mail, certified mail, ordinary mail, or overnight courier.

23) Defined Terms. When used in this Precedent Agreement, and unless otherwise defined herein, capitalized terms shall have the meanings set forth in Pipeline's FERC Gas Tariff on file with the Commission, as amended from time to time.

- 24) Waivers. The waiver by either Party of a breach or violation of any provision of this Precedent Agreement will not operate as or be construed to be a waiver of any subsequent breach or violation hereof.
- 25) Counterparts. This Precedent Agreement may be executed in any number of counterparts, each of which will be an original, but such counterparts together will constitute one and the same instrument.
- 26) Headings. The headings contained in this Precedent Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Precedent Agreement.
- 27) Representations and Warranties. Each Party represents and warrants to each other as follows:
- i) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Precedent Agreement;
  - ii) The execution, delivery and performance of this Precedent Agreement by such Party have been and remain duly authorized by all necessary corporate action and do not and will not contravene Party's constitutional documents or any contractual restriction binding on Party or its assets;
  - iii) This Precedent Agreement has been duly executed and delivered by such Party. This Precedent Agreement constitutes the legal, valid, binding and enforceable obligation of such Party, except as such enforceability may be limited by bankruptcy, insolvency, reorganization and other similar laws and by general principles of equity;

- iv) No governmental authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of such Party in connection with execution and delivery of this Precedent Agreement, although it is subject to the necessary governmental approvals specified herein for its effectuation.
- v) There is no pending or, to the best of such Party's knowledge, threatened action or proceeding affecting such Party before any court, governmental authority or arbitrator that could reasonably be expected to materially and adversely affect the financial condition or operations of such Party or the ability of such Party to perform its obligations hereunder, or that purports to affect the legality, validity or enforceability of this Precedent Agreement or would otherwise hinder or prevent performance hereunder.

28) Confidentiality and Disclosures.

- a) The substance and terms of this Precedent Agreement are confidential. Either Party may disclose the substance and terms of this Precedent Agreement to its or its affiliates' directors, officers, employees, representatives, agents, consultants, attorneys or auditors ("Representatives") who have a need to know the substance and terms of this Precedent Agreement. Pipeline and Customer agree not to disclose or communicate, and will cause their respective Representatives not to disclose or communicate, the substance or terms of this Precedent Agreement to any other person, entity, firm, or corporation without the prior written consent of the other Party, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Notwithstanding the foregoing, the Parties acknowledge that (A) Pipeline may, in its sole discretion, exercised reasonably, (i) file a copy of this Precedent Agreement with the FERC under seal in connection with the FERC certificate application, (ii) place on public file with the FERC a description of the terms of any negotiated rate prior to the commencement of firm transportation service under the Service Agreement, and (iii) use the terms and conditions of this Precedent Agreement (excluding any information proprietary to Customer) in Pipeline's preparation of the pro forma precedent agreement for other shippers under the Project, and (B) Customer, in its sole discretion, may provide Project information, including a copy of this Precedent Agreement, to the State of Connecticut Department of Energy & Environmental Protection and Public Utilities Regulatory Authority or any other governmental agency for the State of Connecticut; provided Pipeline or Customer will request confidential treatment for any such filing or written disclosure. Such filings will not constitute a breach of this confidentiality provision and will not require compliance with the foregoing five (5) day notice provision. If this Precedent Agreement is terminated pursuant

to Paragraphs 11, 12 or 13 above or otherwise by mutual agreement of the Parties, then this Paragraph 28 will survive for a period of two (2) years from and after the effective date of such termination.

- b) The following will not constitute confidential information for purposes of this Precedent Agreement: (i) information which is or becomes generally available to the public other than as a result of a disclosure by the Party receiving the confidential information or its Representatives; (ii) information which was already known to the Party receiving the confidential information on a non-confidential basis prior to being furnished such information by the other Party; (iii) information which becomes available to the Party receiving the confidential information on a non-confidential basis from a source other than the Party providing such confidential information or its Representative if such source was not known by the Party receiving such information to be subject to any prohibition against transmitting the information to such Party; or (iv) information which was or is independently developed by Party receiving the confidential information or its Representatives without reference to, or consideration of, confidential information.

[signature page follows]

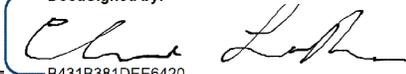
IN WITNESS WHEREOF, the Parties hereto have caused this Precedent Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

Algonquin Gas Transmission, LLC  
By Spectra Algonquin Management, LLC,  
in its capacity as the operator



By: Richard M. Paglia  
Title: President

NORWICH, CITY OF,  
CONNECTICUT, BOARD OF PUBLIC  
UTILITIES COMMISSIONERS

DocuSigned by:  


By: Christopher LaRose  
Title: General Manager

**EXHIBIT A**  
**NEGOTIATED RATE AGREEMENT**



, 2025

Christopher LaRose  
General Manager  
City of Norwich Department of Public Utilities  
16 South Golden Street, Norwich CT 06360

Re: Rate Schedule AFT-1 Service Agreement (Contract No. \_\_\_\_\_) – Negotiated Rate

Dear Christopher:

By this transmittal letter, Algonquin Gas Transmission, LLC (“Algonquin”) and NORWICH, CITY OF, CONNECTICUT, BOARD OF PUBLIC UTILITIES COMMISSIONERS (“Customer”) are implementing a negotiated rate applicable to service under the above-referenced Rate Schedule AFT-1 Service Agreement.

Algonquin and Customer hereby agree that the provisions on the attached *Pro Forma* Statement of Negotiated Rates reflect the terms of their agreement, including the effectiveness of the negotiated rate. After execution of this letter by both Algonquin and Customer, Algonquin shall file a Statement of Negotiated Rates with the Federal Energy Regulatory Commission (“Commission”) containing rate-related provisions identical to those provisions on the attached *Pro Forma* Statement of Negotiated Rates in accordance with Section 46 of the General Terms and Conditions of the Algonquin tariff.

If the foregoing accurately sets forth your understanding of the matter covered herein, please so indicate by having a duly authorized representative sign in the space provided below and returning an original signed copy to the undersigned.



ACCEPTED AND AGREED TO  
THIS 15 DAY OF August, 2025

[ \_\_\_\_\_ ]

DocuSigned by:  
  
B431B381DEE6420...  
Name: Christopher LaRose



**ALGONQUIN GAS TRANSMISSION, LLC**  
915 N. Eldridge Parkway, Suite 1100  
Houston, Texas 77079

Title:General Manager

**STATEMENT OF NEGOTIATED RATES** [REDACTED]

Customer Name: NORWICH, CITY OF, CONNECTICUT, BOARD OF PUBLIC UTILITIES COMMISSIONERS

Service Agreement: [INSERT CONTRACT NUMBER]

Term of Negotiated Rate: [REDACTED]

Rate Schedule: [REDACTED]

MDTQ: [REDACTED] Dth/d on and after the Service Commencement Date (as defined in the Precedent Agreement)

Reservation Rate: [REDACTED]

Commodity Charge and Other Charges: 5/

Primary Receipt Points:  
[REDACTED]

Primary Delivery Points:  
[REDACTED]

Recourse Rate(s): [REDACTED]

FOOTNOTES:

1/

[REDACTED]

EXHIBIT B  
FORM OF GUARANTY

[REDACTED]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty effective as of the date first herein written.

**GUARANTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED:**



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C**

**IRREVOCABLE STANDBY LETTER OF CREDIT**

1. Letter of Credit No: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_  
Date of Expiry: \_\_\_\_\_, 20\_\_

**Beneficiary:**

[Enbridge entity name]  
915 N. Eldridge, Suite 1100  
Houston, TX 77079

**Account Party:**

(Complete Legal Name)  
(Address)  
(City, State, Zip)

Attn: Credit Manager

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



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ISSUING BANK SIGNATURE