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COVER PAGE

SUPERSEDING P.S.C. NO. 8

NATIONAL FUEL GAS DISTRIBUTION CORPORATION

SCHEDULE FOR GAS SERVICE

APPLICABLE IN THE ENTIRE TERRITORY

Issued by C. M. Carlotti, President, 6363 Main Street, Williamsville, NY 14221
(Name of Officer, Title, Address)

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GENERAL INFORMATION

I. TERRITORY TO WHICH SCHEDULE APPLIES

CITIES	VILLAGES	TOWNS
	ALLEGANY COUNTY	
	Alfred	Alfred
		Alma
	Almond	Almond
		Amity
	Andover	Andover
	Angelica	Angelica
	Bolivar & Richburg	Bolivar
	Belmont	Belfast
		Caneadea
		Centerville
		Clarksville
	Cuba	Cuba
	Friendship	Friendship
		Genesee
		Independence
		Scio
	Wellsville	Wellsville
		Willing
	Richburg	Wirt
	CATTARAUGUS COUNTY	
		Ashford
		Carrollton
	East Randolph	Cold Spring
		East Otto
	Ellicottville	Ellicottville
		Farmersville
	Franklinville	Franklinville
		Freedom
		Great Valley
		Hinsdale
	Little Valley	Little Valley
		Machias
		Mansfield
	Randolph	Napoli
		Randolph
	Cattaraugus	New Albion

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GENERAL INFORMATION (Cont'd)

I. TERRITORY TO WHICH SCHEDULE APPLIES – Cont'd

CITIES	VILLAGES	TOWNS
	CATTARAUGUS COUNTY	
Olean		Olean
		Otto
	Perrysburg	Perrysburg
	Gowanda	Persia
	Portville	Portville
		Red House
Salamanca		Salamanca
	Delevan	Yorkshire
	CHAUTAUQUA COUNTY	
		Arkwright
Jamestown	Bemus Point	Busti
	Celoron	Carroll
	Falconer	Charlotte
	Mayville & Lakewood	Chautauqua
	Panama	Clymer
Dunkirk		Dunkirk
	Sinclairville	Ellery
		Ellicott
		Gerry
	Forestville & Silver Creek	Hanover
		Harmony
		Kiantone
		North Harmony
		Poland
	Fredonia	Pomfret
	Brocton	Portland
		Ripley
		Sheridan
	Sherman	Sherman
	Cassadaga	Stockton
	Westfield	Westfield

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GENERAL INFORMATION (Cont'd)

I. TERRITORY TO WHICH SCHEDULE APPLIES – Cont'd

CITIES	VILLAGES	TOWNS
	ERIE COUNTY	
Buffalo		
Lackawanna		
	Alden	Alden
	Williamsville	Amherst
	East Aurora	Aurora
		Boston
	Farnham	Brant
	Depew & Sloan	Cheektowaga
		Clarence
		Colden
	Gowanda	Collins
	Springville	Concord
		Eden
		Elma
	Angola	Evans
		Grand Island
	Blasdell & Hamburg	Hamburg
		Holland
	Depew & Lancaster	Lancaster
		Marilla
	Akron	Newstead
	North Collins	North Collins
	Orchard Park	Orchard Park
		Sardinia
Tonawanda	Kenmore	Tonawanda
		Wales
		West Seneca
	GENESEE COUNTY	
		Alabama
	Alexander & Attica	Alexander
Batavia		Batavia
		Bethany
		Darien

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GENERAL INFORMATION (Cont'd)

I. TERRITORY TO WHICH SCHEDULE APPLIES – Cont'd

CITIES	VILLAGES	TOWNS
	GENESEE COUNTY	
	Elba	Elba
	Oakfield	Oakfield
		Pavilion
	Corfu	Pembroke
		Stafford
	LIVINGSTON COUNTY	
	Lima	Lima
	MONROE COUNTY	
	Honeoye Falls	Mendon
	NIAGARA COUNTY	
		Cambria
	Lewiston	Lewiston
Niagara Falls		Niagara
	Youngstown	Porter
North Tonawanda		Wheatfield
	Wilson	Wilson
	ONTARIO COUNTY	
		Bristol
	East Bloomfield & Holcomb	East Bloomfield
		West Bloomfield
		Richmond

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GENERAL INFORMATION (Cont'd)

I. TERRITORY TO WHICH SCHEDULE APPLIES – Cont'd

CITIES	VILLAGES	TOWNS
	STEUBEN COUNTY	
	Canisteo	Canisteo
		Fremont
		Greenwood
Hornell	Arkport, Almond & N. Hornell	Hornellsville
		Howard
		West Union
	WYOMING COUNTY	
	Arcade	Arcade
	Attica	Attica
		Bennington
	Castile	Castile
		Covington
		Eagle
	Gainesville & Silver Springs	Gainesville
		Genesee Falls
		Java
	Wyoming	Middlebury
		Orangeville
		Pike
		Sheldon

GENERAL INFORMATION (Cont'd)

II. GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS RELATING TO THE PROVISIONS OF GAS SERVICE TO ALL APPLICANTS AND CUSTOMERS

1. DEFINITIONS

The term "residential applicant" means any person who requests gas service at a premises to be used as his or her residence or the residence of a third party on whose behalf the person is requesting service, and where the person meets the criteria set forth in 16 NYCRR 11.2(a)(3).

The term "residential customer" means any person who, pursuant to an application made by such person or a third party on his or her behalf, is supplied directly with gas service at a premises used in whole or in part as his or her residence and where the person meets the criteria set forth in 16 NYCRR 11.2(a)(2).

The term "non-residential applicant" means any person, corporation or other entity who has requested gas service as a non-residential customer.

The term "non-residential customer" means any person, corporation or other entity, supplied by the Company with gas service under the Company's tariff and pursuant to an accepted application for service, who is not a residential customer as defined in the Company's tariff.

A "short-term or temporary non-residential customer" is a customer who requested service for a period of time up to two years.

A "non-utility cogeneration facility" means any cogeneration facility not selling electricity to the public at retail pursuant to a franchise.

An "actual reading" is one obtained by a Company employee from either the meter or a remote registration device attached thereto.

An "access controller" is a party known to the Company to be in control of access to the metering equipment of a customer, and to have an active account of its own with the Company.

A "payment" is considered to be made on the date when it is received by the Company or one of its authorized agents.

The term "B.T.U. content" means British Thermal Unit as defined under 16 NYCRR 229 and, unless indicated otherwise, is expressed herein on the dry basis.

"Firm" service is offered to Customers under schedules or contracts which anticipate no interruptions (except for curtailment). The period of service may be only for a specified part of the year as in Off-Peak service.

GENERAL INFORMATION (Cont'd)

II.1. – Cont'd

A "late payment" is any payment made more than 20 calendar days after the date payment was due. Payment is due whenever specified by the Company on its bill, provided such date does not occur before personal service of the bill or three calendar days after the mailing of the bill.

"Tampered equipment" is any service related equipment that has been subjected either to unauthorized interference so as to reduce the accuracy or eliminate the measurement of gas service, or to unauthorized connection occurring after a Company has physically disconnected service.

"Arrears" for non-residential customers means charges for which payment has not been made more than 20 calendar days after payment was due.

The term "premises" means any building, buildings or facilities where natural gas burning equipment is located.

A "backbill" is that portion of any bill, other than a levelized bill, which represents charges not previously billed for service that was actually delivered to a non-residential customer during a period preceding the current billing cycle. A bill based on an actual reading rendered after one or more bills based on estimated or customer readings which exceeds by 50 percent or more the bill that would have been rendered under the Company's standard estimation program is presumed to be a backbill.

"Aggregation" is the grouping together of customers for the purpose of obtaining gas supplies from non-utility commodity suppliers.

"Balancing" is the Company's managing of a natural gas supplies to enable the customer or customer's agent to match the customer's daily usage requirements to the customer's Daily Delivered Quantities.

"Burner Tip" refers to consumption at end-use customer's billing meter.

The "City Gate" is the interconnection point between the interstate pipeline and the Company.

"DDQ" is Daily Delivery Quantity. The quantity of gas a Supplier is required to deliver to the Company on a particular day for redelivery by the Company to the end user Customer.

"ADDQ" is Aggregated Daily Delivery Quantity. The quantity of gas a Supplier is required to bring to the Company each day for redelivery by the Company to the Supplier's group of Customers.

"Cost Mitigation Reserve (CMR)" is a reserve established pursuant to the Commission's order dated October 21, 1998, issued in Case 98-G-1291.

"Marketer" is any non-utility entity that is determined eligible to provide or arrange to provide a gas supply and other services on behalf of end-use Customers in the Company's service territory. For purposes of applying the Uniform Business Practices, "Supplier" under Service Classification No. 19, and generally throughout this tariff, the terms "Marketer" and "Supplier" shall be interchangeable with "ESCO" as defined in the Uniform Business Practices.

GENERAL INFORMATION (Cont'd)

II.1. – Cont'd

"Uniform Business Practices" or "UBPs" refers to the guidelines adopted by the Commission in Case 98-M-1343, as amended from time-to-time. Current UBPs applicable throughout this tariff are incorporated as an addendum hereto.

"Direct Customer" under the UBPs refers to any transportation Customer on the Company's system who purchases and schedules delivery of natural gas for its own consumption under the terms and conditions of Service Classification No. 19.

"Web Site" is the Company's Uniform Resource Locator ("URL") on the internet World Wide Web, as modified from time-to-time. The URL shall be identified in the Procedures Manual.

"Procedures Manual" or "Gas Transportation Operating Procedures Manual" is the manual that sets forth detailed operating procedures for transportation and aggregation service, among other things. The Procedures Manual will be distributed on request and updated, with notice, on an as-needed basis.

"Customer Consent Form" is the form by which a Transportation Customer selects a Supplier, pursuant to the CHANGES IN SERVICE PROVIDERS section of the UBPs. Upon mutual agreement, forms contained within the Procedures Manual may be used to indicate Customer consent.

"Renewable Natural Gas" or "RNG" means the biomethane produced from non-hazardous landfills, dairy farms, wastewater treatment plants and food waste processing facilities, or gas from other renewable processes, such as methanation, that meets the Company's RNG Quality Standards, as specified in the RNG Interconnect Agreement provided in the Gas Transportation Operating Procedures Manual ("GTOP"), as well as the gas quality standards specified in this tariff. The operating procedures applicable to RNG are provided in the GTOP.

GENERAL INFORMATION (Cont'd)

II.2. OBTAINING GAS SERVICE FROM THE COMPANY

A. Applications for Service

Application for and/or acceptance of gas service by or on behalf of any residential customer or non-residential customer shall constitute an agreement to accept gas service under the terms and conditions of the pertinent application and this tariff, including all pertinent rates and charges, and any subsequently effective revisions thereto. The application, whether oral or written, and the terms and conditions of this tariff, including all effective revisions, shall constitute the contract between the person or entity accepting service, the applicant or the customer and the Company, and shall not be modified or affected by any promise, agreement or representation, oral/written, except as is expressly authorized by this tariff. Any person or entity, for whom the Company is unable to locate a written application for any reason, who has been provided gas service and/or has made payments for bills rendered for service, shall be presumed to have made an oral application for service.

(1) Residential Service

Subject to the following provisions of this Section, an application for gas service may be made by mail, by telephone call, or by in-person application at the Company's offices. Applications shall be made only to duly authorized representatives of the Company.

A residential service application may be oral or written. An oral application for service shall be deemed completed when the applicant provides his or her name, address, telephone number and address of any prior account (if any) or any prior account number (if any), together with reasonable proof (as determined by the Company) of the applicant's identity. The Company may require an applicant to complete a written application, as a condition of service, if:

a. there are arrears at the premises to be served and service was disconnected due to non-payment or is subject to a final notice of disconnection; or

b. there is evidence of meter tampering or theft of service; or

c. the meter was advanced and there is no customer of record; or

d. the application is made by a third party on behalf on the person(s) who will receive the service.

Whenever a written application for residential service is required, the Company shall so notify the applicant as soon as practicable after the request for service is made, and in no event more than two business days after such request, and shall state the basis for requiring a written application. A written application may require the submission of information required in an oral application and reasonable proof of the applicant's identity and responsibility for service at the premises to be served. A written application containing the required information shall be deemed completed when received by the Company.

GENERAL INFORMATION (Cont'd)

II.2.A. – Cont'd

The Company shall be obligated to provide service to any residential applicant who meets the requirements of General Information Section 2.A. and 2.B. within five business days of receipt of a completed oral or written application for service except as provided under 16 NYCRR 11.3.

(2) Non-Residential Service

As a condition to obtaining service, the Company requires the non-residential applicant to:

a. file a written service application containing information sufficient to establish the non-residential applicant's identity and responsibility for the premises as either the owner or occupant, the correct service classification, and who controls access to the meter(s) if not the customer. The application must be signed by the non-residential applicant or an authorized agent thereof. The Company may require suitable proof of the agent's authority. Notwithstanding the foregoing, the Company, in its sole discretion, may accept oral applications for service.

b. comply with any applicable state, city and local laws and ordinances, together with the rules and regulations of the Commission, and the Company's tariff.

c. make full payment for all amounts due and payable which are neither the subject of a pending billing dispute nor the subject of an existing deferred payment agreement that is in good standing, including payment in full of the following:

i. service provided and billed in accordance with 16 NYCRR to prior account(s) in the non-residential applicant's name or for which the non-residential applicant is legally responsible;

ii. other tariff fees, charges, or penalties;

iii. reasonably chargeable material and installation costs relating to temporary or permanent line or main extensions or service materials as required by the Company's tariff, provided these costs are itemized and given to the non-residential applicant in writing;

iv. special services billable under the Company's tariff, provided these costs are itemized and given to the non-residential applicant in writing; and

v. a security deposit, if lawfully requested by the Company.

The Company shall either provide or deny service to a non-residential applicant within ten days after receipt of a completed application for service or at such later time as is agreed to by the parties. In the event that an application, previously denied for failure to make full payment of a proper fee or charge, is subsequently accepted, the Company will provide service within the three

GENERAL INFORMATION (Cont'd)

II.2.A. – Cont'd

days after payment is made or ten days after receipt of the original application, whichever is later. These periods are inapplicable when prevented by work stoppages, matters of public safety, or physical impediments. The Company shall resume operations as soon as feasible following cessation of said events.

The Company may utilize the information provided in the application for the purpose of determining the non-residential applicant's Service Classification. The application conspicuously notes that it may be used for this purpose. The Company may also request certain documents to substantiate the information provided in the application, and such other information which is not inconsistent with the Commission's regulations.

(3) New service requests submitted by Marketers shall conform to the requirements under the Uniform Business Practices.

B. Former Indebtedness Paid

The Company will not be obligated to provide service to an applicant who owes the Company money for residential service provided to a prior account in his or her name unless:

(1) the applicant makes full payment for residential service provided to any such prior account in his or her name; or

(2) the applicant agrees to make payments under a deferred payment agreement of any amounts due for service to a prior account in his or her name; or

(3) the applicant has pending a billing dispute with respect to any amounts due for service to a prior account in his or her name and has paid any amounts required to be paid; or

(4) the applicant makes full payment of service charges for non-access pursuant to Section II.11; or

(5) the applicant is a recipient of, or an applicant for, public assistance, supplemental security income benefits or additional state payments pursuant to the Social Services Law, and the Company receives from an official of the social services district in which the applicant resides, or is notified by such an official that it is entitled to receive payment for services due to a prior account in the applicant's name together with a guarantee of future payments to the extent authorized by the Social Services Law; or

(6) the Commission or its authorized designee directs the provision of service.

If a former non-residential customer who is indebted to the Company attempts by some agency, relationship, or otherwise to obtain service, the Company reserves the right to refuse service until payment is made by such customer of all money due the Company.

GENERAL INFORMATION (Cont'd)

II.2.B. – Cont'd

C. Deposits

(1) Residential Deposits

The Company may require, as a condition of receiving service, a consumer deposit from new seasonal or short- term residential customers and from residential customers if such customers are delinquent in payment of their utility bills. A current residential customer is delinquent for the purpose of a deposit assessment if such customer:

a. accumulates two consecutive months of arrears without making reasonable payment, defined as one-half of the total arrears, of such charges before the time that a late payment charge would become applicable, or fails to make a reasonable payment on a bimonthly bill within 50 days after the bill is due; provided that the Company requests such deposit within two months of such failure to pay; or

b. had utility service disconnected for nonpayment during the preceding six months.

Such residential customers shall be provided a written notice, at least 20 days before the deposit is assessed, stating that the failure to make timely payment will permit the Company to require a deposit. If a deposit from a current residential customer who is delinquent by virtue of his or her failure to make a reasonable payment of arrears is required, the Company shall permit such customer to pay the deposit in installments over a period not to exceed 12 months.

Deposits from new or current residential customers may not exceed two times the estimated average monthly bill for a calendar year except in the case of gas space heating customers, where deposits may not exceed two times the estimated average monthly bill for the heating season. The deposit shall secure payment for services actually rendered, or for the rental of fixtures, instruments and facilities actually supplied.

The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income, or additional state payments to post a security deposit, nor shall it require or hold a deposit from any new or current residential customer it knows is 62 years of age or older unless such customer has had service disconnected by the Company for non-payment of bills within the preceding six months.

The Company shall not deny service for failure to provide a deposit to any new residential applicant who has initiated a complaint on the deposit requested by Company and shall continue to supply service during the pendency of such complaint, provided that such applicant keeps current on bills for service rendered and pays a reasonable amount as a deposit if the complaint challenges only the amount requested.

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GENERAL INFORMATION (Cont'd)

II.2.C. – Cont'd

(2) Interest Paid on Residential Deposits

The Company shall allow to each residential depositor simple interest at a rate per annum prescribed by the Public Service Commission on the amount deposited. Interest to residential customers shall be paid upon the return of the deposit, or where the deposit has been held for a period of one year, the interest shall be credited to the customer after the end of such period.

GENERAL INFORMATION (Cont'd)

II.2.C. – Cont'd

If a residential customer is not delinquent in the payment of bills during the one-year period from the payment of the deposit, the deposit shall be refunded promptly without prejudice to the Company's right to require a future deposit in the event that the customer thereafter becomes delinquent.

(3) Non-Residential Deposits

The Company may require the payment of a security deposit from:

a. a new non-residential customer; or

b. an existing non-residential customer:

i. who is delinquent;

ii. who, based on reliable evidence of the customer's financial situation, may default in the future;

iii. who has filed for bankruptcy, reorganization, or assignment for the benefit of creditors; or

iv. who has been rendered a backbill within the last twelve months for previously unbilled charges for service that came through tampered equipment.

The Company shall accept deposit alternatives which provide a level of security equivalent to cash, such as irrevocable letters of credit and surety bonds.

Instead of requesting a security deposit, the Company in its discretion may, based on the facts and circumstances of the case, accept from the non-residential customer a written promise to pay bills on receipt and a written waiver of the non-residential customer's right not to be sent a final termination notice until 20 calendar days after payment is due.

All cash deposits shall accrue interest at the rate prescribed by the Commission. Interest shall be paid to the customer upon return of the deposit. If the deposit has been held for more than one year, the interest shall be paid or credited to the customer's account no later than the first bill rendered after the next succeeding first day of October, and annually thereafter. Interest shall accrue until the deposit is refunded or a credit is applied to the customer's account. If the deposit is partially refunded and partially credited, interest shall be calculated for each portion up to the day of the credit and refund.

(4) Written Request for Deposits

The Company shall offer an existing non-residential customer, from whom a deposit is required because of delinquency or potential delinquency, the opportunity to pay the deposit in three

GENERAL INFORMATION (Cont'd)

II.2.C. – Cont'd

installments, 50 percent down and two monthly payments of the balance. A request for a deposit or deposit increase shall be in writing and shall advise the customer:

a. why the deposit is being requested;

b. how the amount of the deposit was calculated;

c. that the deposit is subject to later upward or downward revision based on the customer's subsequent billing history;

d. that the non-residential customer may request that the Company review the account in order to assure that the deposit is not excessive;

e. the circumstances under which the deposit will be refunded;

f. that if applicable, the customer will receive annual notice of the interest credited to the accounts;

g. about the available deposit alternatives; and

h. that for an existing customer from whom the deposit is being requested because of delinquency or potential delinquency, the deposit may be paid in three installments.

The Company shall issue to every non-residential customer from whom a deposit is obtained, receipt showing the date, the account number, the amount received and the form of the payment.

(5) Deposit Calculation

The amount of a deposit shall not exceed the cost of twice the non-residential customer's average monthly usage, except in the case of non-residential customers whose usage varies widely such as space heating or cooling customers, or certain manufacturing and industrial processors, where the deposit shall not exceed the cost of twice the average monthly usage for the peak season.

In the case of an existing non-residential customer who has 12 months or more of billing history, the amount of the deposit shall be based on service used during the previous 12 month period as evidenced by the billing history.

In the case of a new non-residential customer or a non-residential customer with less than 12 months of billing history, the amount of the deposit shall be based on one or more of the following, as available:

GENERAL INFORMATION (Cont'd)

II.2.C. – Cont'd

a. the billing history of the non residential customer;

b. information provided during the application process by the non-residential customer about the expected load and use of service;

c. information contained in a load study of the premises prepared by the Company; and

d. the billing history of the previous customer, provided there have been no significant changes in the load.

(6) Deposit Review

The Company shall, at the first anniversary of the receipt of the deposit and at least biennially thereafter, review the billing history of every non-residential customer who has a deposit with the Company, to assure that the amount of the deposit conforms to the limitations contained in subdivision (5) of this Section. This requirement does not limit the right of the Company to review a deposit at any time.

a. If a deposit review shows that the deposit held falls short of the amount that the Company may lawfully require by 25 percent or more, the Company may require the payment of a corresponding additional deposit amount.

b. If a deposit review shows that the deposit held exceeds the amount that the Company may lawfully require by 25 percent or more, the utility shall refund the excess deposit to the non-residential customer.

Upon request of a non-residential customer for a downward revision of the deposit, which request is substantiated both by the non-residential customer's billing history and by a permanent documented change in load and consumption, the Company shall refund any portion of the deposit in excess of the amount the Company may lawfully require.

(7) Deposit Return

The Company shall return a deposit or portion thereof plus the applicable interest as soon as reasonably possible, but no more than 30 calendar days after:

a. the day an account is closed;

b. the issuance date of the first cycle bill rendered after a three year period during which all bills were timely paid, provided there is no other basis for the Company to request a deposit pursuant to this tariff; or

c. a deposit review shows that deposit reduction is warranted.

GENERAL INFORMATION (Cont'd)

II.2.C. - Cont'd

A deposit or portion thereof plus the applicable interest that is subject to return may be credited to the account it secured for outstanding charges and charges projected for the next bill. The Company may also credit another account of the customer's in the amount of the arrears on the account. If a balance remains after the Company has credited the non-residential customer's account(s), a refund check shall be issued to the non-residential customer.

(8) Creditworthiness Criteria for Suppliers/Marketers

The Company shall evaluate the creditworthiness of Suppliers/Marketers seeking to provide aggregation service according to the guidelines set forth in the UBPs.

D. Meter Location

Meters shall be located in reasonably accessible and convenient positions as determined by the Company. If at any time after installation of a meter the Company determines that the meter is not in a reasonably accessible, convenient or safe location, the Company shall have the right to move the meter and other facilities to a suitable location at the expense of the property owners.

E. Inspection

Upon application and/or indication of leakage, the Company may inspect all house lines, piping and connections in which gas supplied by the Company is to be used and no gas will be supplied until any and all defective conditions are corrected to the satisfaction of the Company.

F. Refusal of Service

The Company may decline to serve an applicant (1) until he or she has complied with state and municipal regulations governing gas service and the approved tariff requirements, (2) if the Company does not have adequate facilities to render the type of service desired or if rendering such service would affect unfavorably the service to other customers, (3) if access by the Company to all service lines, piping and connections is denied, (4) if in the Company's judgment the applicant's installation of piping or gas equipment is regarded as hazardous or of such character that satisfactory service cannot be given, (5) until all amounts due for service at a previous location have been paid, or (6) if providing service would under the circumstances threaten the health or safety of any person.

GENERAL INFORMATION (Cont'd)

II.3. MAINS AND SERVICE LINES

A. Definitions applicable to this tariff

(1) A "main" is a pipeline located on a public or private right-of-way which is generally available or used to transport gas to more than one service line.

(2) A "service line" is the piping, including associated metering and pressure reducing appurtenances, that transports gas below grade from a main to the first accessible fitting inside the wall of a customer's building when a meter is located within the building; if a meter is located outside the building, the service line will be deemed to terminate at the outside of the building foundation wall.

(3) "Public right-of-way" means territorial limits of any street, avenue, road or way (other than a limited access thoroughfare) that is for any highway purpose under the jurisdiction of the State of New York or the legislative body of any county, city, town or village and is open to public use.

(4) "Adjusted gas revenue" means the revenue realized from the applicable service classification rates and charges, minus revenue taxes, the minimum charge and cost of gas.

B. Applicants for Service

(1) When an application for gas service is made to the Company by or on behalf of the owner or occupant of a building situated on property abutting on or having access to any public right-of-way in which the governmental authority having jurisdiction will permit the Company to install and maintain facilities, the Company will render the service requested in accordance with the following rules. If due to unusual circumstances the actual cost per foot of a particular installation is greater than two times the Company's average cost per foot of new installations for service for the twelve months ended September 30 of the previous year, the Company may apply to the Public Service Commission for relief from such part of these rules as it deems necessary in order to provide the service.

(2) An applicant shall first have:

a. Assured the Company that he/she will be a reasonably permanent customer;

b. Agreed in writing to pay to the Company:

i. the material and installation costs relating to any portion of the service line, service connections and appurtenant facilities located on his or her property that exceeds the portion which the company is required to install without charge;

ii. any surcharge relating to the portion of the main and appurtenant facilities that exceeds the portion which the Company is required to install without charge; and

iii. the rates charged like customers; and

GENERAL INFORMATION (Cont'd)

II.3.B. – Cont'd

c. Furnished reasonable security as to the performance of his or her agreement, if required to do so by the Company.

(3) The Company will furnish, place and construct all mains, service lines, service connections and appurtenant facilities necessary to render the service requested. The cost and expense which the Company will bear shall include: The amounts paid to governmental authorities for permits to do the work required and all paving charges that are legally imposed by any governmental authority for the repair or replacement of any street or sidewalk disturbed in the course of such installation.

Residential Non-Heating Applicant:

The material and installation costs relating to a total of up to 100 feet of main and service line measured from the centerline of the public right-of- way (or the main if it is closer to the customer and development will be limited to one side of the right-of- way for at least 10 years), service connections and appurtenant facilities, but not less than 100 feet of main (if necessary) plus the length of service line necessary to reach the edge of the public right-of- way.

Residential Heating Applicant:

The material and installation costs relating to:

a. up to 100 feet of main and appurtenant facilities; and

b. up to 100 feet of service line measured from the centerline of the public right-of-way (or the main if it is closer to the customer and development will be limited to one side of the right-of- way for at least 10 years), service connections and appurtenant facilities; but not less than the length of service line necessary to reach the edge of the public right-of-way.

Non-Residential Non Dual-Fuel Applicant:

The material and installation costs relating to:

a. up to 100 feet of main and appurtenant facilities; and

b. any service line, service connections and appurtenant facilities located in the public right-of-way.

Non-Residential Dual-Fuel Applicant:

The cost and expense which the Company shall bear shall be an amount the Company determines to be appropriate given the anticipated volume of the customer, the assurances made by the customer regarding anticipated purchases of the Company's service, and any other

GENERAL INFORMATION (Cont'd)

II.3.B. – Cont'd

relevant considerations.

C. Charges for Additional Facilities

(1) If, in order to provide service to an applicant, the Company must install mains and appurtenant facilities in addition to those required to be provided without charge under General Information Section 3.B. above, the Company shall impose a surcharge subject to the following provisions.

a. The surcharge relating to mains and appurtenant facilities including return, depreciation, taxes and maintenance shall not exceed 20 percent per year of the actual reasonable cost of such facilities that exceeds the portion which the Company is required to install without charge to an applicant, if the Company lays a main of 4 inches or less in nominal diameter (in the case of low pressure distribution) or of 2 inches or less in nominal diameter (in the case of high pressure distribution). If the Company lays a main greater than 4 inches in nominal diameter (in the case of low pressure distribution) or greater than 2 inches in nominal diameter (in the case of high pressure distribution), the surcharge shall not exceed 20 percent per year of the estimated reasonable cost of a 4-inch main (in the case of low pressure distribution), or a 2-inch main (in the case of high pressure distribution) unless the estimated consumption of the proposed customer(s) requires the installation of a larger-sized main, in which event the surcharge shall not exceed 20 percent per year of the actual reasonable cost of such main. The surcharge shall commence when gas service is first available to an applicant and shall be paid ratably for each billing period.

b. The surcharge shall be reduced by 50 percent of adjusted gas revenues, but the credit shall not exceed the amount of the surcharge as determined above.

c. Whenever more than one customer is connected to a main extension, the surcharge shall be so adjusted that the Company shall not receive in any one calendar year a greater percentage from all customers served from the main extension than that applicable to such extension. The surcharge shall also be reasonably allocated among the customers being served from the main extension, taking into account the portion of mains and appurtenant facilities which the Company is required to provide without charge to each customer served from such facilities.

d. Each surcharge shall cease:

i. whenever the length of a main extension required to be provided without charge to all customers served from such extension shall equal or exceed the total length of such extension;

ii. whenever the total adjusted gas revenue from all customers served from a main extension shall equal or exceed 40 percent of the cost of such extension in excess of that required to be provided without charge, in each of any two

GENERAL INFORMATION (Cont'd)

II.3.C. – Cont'd

consecutive calendar years; or

iii. after a period of ten years following its commencement.

e. Should the adjusted gas revenue from all customers served from a main extension exceed the carrying cost of the entire extension, any surcharges (or contributions) paid by such customers during the preceding five years shall be refunded to such customers.

f. No surcharge shall be imposed if the total adjusted gas revenue from all customers served from a main extension is estimated to exceed 40 percent of the actual reasonable cost of such extension in each of the two consecutive calendar years.

(2) If, in order to provide service to an applicant, the Company must install service lines, service connections and appurtenant facilities in addition to those required to be provided without charge under General Information Section 3.C, the Company may impose a charge for material and installation costs.

D. Furnishing of Rights of Ways or Agreement to Pay Costs

(1) Each applicant or customer shall execute and deliver to the Company, free from cost, satisfactory permanent easements or rights-of- way to permit the Company to provide service.

(2) The Company shall not be obligated to provide service to any applicant or customer which has neither:

a. delivered to the Company satisfactory permanent easements or rights-of-way; nor

b. requested that the Company obtain such easements or rights-of-way, agreed to pay any costs which the Company incurs in obtaining them and furnished reasonable security as to the performance of his or her agreement.

E. Installation Before Service Required

Whenever the Company installs service lines, service connections or appurtenant facilities at the request of an applicant who does not immediately desire service, the applicant shall bear the entire reasonable expense of providing, placing and constructing such facilities but shall be entitled to a refund whenever gas service is begun for such part of the expense as the Company is hereinbefore required to assume. The refund shall be the cost of the service lines and appurtenances, less depreciation at the rate of 3 percent per year.

F. High Pressure Service

A main shall be considered as high pressure when a governor (or regulator) is required to be installed between the service connection to the main and the customer's meter.

GENERAL INFORMATION (Cont'd)

II.3.F. – Cont'd

G. Installation of Additional Mains and Service Lines

The Company shall install at its own expense the main and service lines as provided in General Information Section 3.B. However, the Company may install additional mains and service lines without charge to the Customer when, in the opinion of the Company, the Customer's anticipated load justifies the Company's investment in additional facilities. The Company further retains the right to require such Customers to make reasonable assurances as to their anticipated purchases of the Company's service.

GENERAL INFORMATION (Cont'd)

II.4. INSPECTION, MAINTENANCE AND REPLACEMENT OF FACILITIES

A. The Company shall be responsible for the inspection, testing, operation, maintenance, replacement and reconstruction of all mains, service lines, service connections and appurtenant facilities which it uses to supply gas to Customers.

B. The Company will bear the cost of inspecting, testing and operating all facilities, along with the cost of maintaining, replacing or reconstructing all main and appurtenant facilities. Subject to Section D. below, it will also bear the cost of maintaining, replacing or reconstructing the service line and appurtenant facilities necessary to serve each as if such Customer were an applicant for service, unless an act or omission of the Customer necessitates the replacement or reconstruction.

C. If an act, omission, or request of any Customer who had installed facilities necessitates the replacement or reconstruction of such facilities, or the addition of requested appurtenant facilities, the Customer will pay to the Company the cost of replacement, reconstruction or addition.

D. For a specific section of Company facilities needed to be replaced in order to continue providing safe and reliable service where the length of such facilities is greater than 650 feet and where the cost of facility replacement is above the current revenue credit amount (as determined below), the Company shall either: 1) apply the following Facility Replacement Surcharge ("FRS") to those Customers served from that section of facilities who elect to continue receiving natural gas service from the Company; or 2) provide Transitional Propane Service under Service Classification 10 to Customers not choosing to continue receiving natural gas service from the Company. The FRS shall be applied for a term of ten (10) years.

The FRS, as calculated below, shall be for each such qualifying facility replacement as follows:

$$FRS = ((TRC - CRC) \div LJI) \div (C \times 12)$$

Where:

FRS	=	Monthly Facility Replacement Surcharge, which shall not be less than $0/per month, and shall be added to the Customer's monthly minimum charge.
TRC	=	Total cost of Company facilities required to be replaced in order to continue providing safe and reliable service to the customer.
CRC	=	Current Revenue Credit amount, equal to three times the most recent annual bill received from Customers served from the facilities being replaced plus the product of $3,000 for conversion costs times the number of Customers.
LJI	=	Load Justified Investment factor = 3.3
C	=	Number of Customers being served by the replacement facilities.

GENERAL INFORMATION (Cont'd)

II.5. SPECIAL SERVICES ON CUSTOMER'S PREMISES WITHOUT CHARGE

Complaints regarding service interruptions or quality of service will be investigated by the Company without charge to the customer. No charge will be made for service work involving the Company's responsibility, such as work required by temporary interruptions. No labor charge will be made for work of an emergency nature.

GENERAL INFORMATION (Cont'd)

II.6. SPECIAL SERVICES ON CUSTOMER'S PREMISES AT A CHARGE

A. Description

Whenever at the Customer's request, the Company is to relocate or add equipment or facilities to suit the convenience of the Customer, the Customer shall reimburse the Company the entire cost incurred by the Company.

B. Cost Elements

The cost to be charged for furnishing of the special services listed in Paragraph A consists of the following elements of cost where applicable:

(1) Labor of the Company organization unit involved at average payroll rate plus related expenses and indirect costs. Saturday, Sunday, holiday and overtime rates will be charged where applicable;

(2) Use of transportation vehicles at rates covering operation, maintenance, carrying charges and taxes;

(3) Material at the manufacturers' list price or in the event no such list prices are available at Company's storeroom cost plus a charge at the Company's current rate for handling, supervision, office costs, engineering, administration and inspection (municipal and/or sales taxes to be added where applicable);

(4) In each instance the minimum charge for labor and transportation will be one half-hour at applicable rate.

C. Service Charge

The Company shall charge a flat rate (excluding sales tax) specified in General Information Section 38.B.(3). when it cleans, lights or makes minor adjustments to Customer owned equipment or facilities at the request of a Customer.

GENERAL INFORMATION (Cont'd)

II.7. METERS AND REGULATORS

A. Ownership

Except as otherwise provided under specific service classifications addressing special metering arrangements, all gas delivered to Customers shall be measured by meters to be furnished, installed and owned by the Company. The meter or meters will be installed on the Customer's side of the point of supply and shall remain the property of the Company. If regulators are required they shall be furnished, installed and owned by the Company. The Customer shall furnish sufficient and proper space for the installation of the meter and regulators.

B. Automated Meter Reading Devices

The Company in its sole discretion may install, together with its meter, an automated meter reading device ("AMR"), which can communicate automatically data from the meter to the Company by use of the telephone system. Customers shall provide the Company a suitable location for installation of an AMR, and the customer shall permit the Company to connect the AMR to the customer's existing telephone inside wiring. The Customer shall not be required to install or modify telephone inside wiring or to subscribe to public utility telephone service in order to receive service from the Company.

The Company shall provide at least 72 hours notice of the installation of an AMR at the Customer's premises. The Company will not install an AMR at a Customer's premises unless the AMR is designed to relinquish control of the Customer's telephone line when the Customer's telephone equipment is activated. If an AMR installed by the Company fails to relinquish control of a Customer's telephone equipment then such AMR will be replaced or repaired by the Company at the Company's expense.

C. Protection and Access

The Customer shall be responsible for the protection of the meter and other Company property located on the premises and shall exercise reasonable care to prevent theft of, damage to, or interference with such equipment. Authorized employees of the Company shall be granted access to the meter or meters, service lines, piping and connections at any reasonable time, and the Company may discontinue service to a Customer who refuses access to same. In no case shall anyone other than an employee of the Company disconnect or connect a meter. If any meter, or the pipes, fittings or connections supplying gas to or from such meter, is interfered with, or if the Company is denied access thereto, the Company may discontinue gas service.

D. Change in Meter Location

The cost of changes in location of, resetting of, removal of, or setting additional meters (1) at the request of the Customer or property owner, (2) as a result of the original location becoming unsuitable or (3) in the event the Company has provided written notice of non-access service charge shall be borne by the Customer or the property owner.

GENERAL INFORMATION (Cont'd)

II.7.D – Cont'd

E. Receipt Facility Maintenance Fee for Production Facilities

On a periodic basis, the Company will test production gas and Renewable Natural Gas or RNG for quality specifications at receipt facilities, i.e. perform inspection and maintenance of production meters, including related facilities that deliver natural gas into the Company's system, for which the Company will charge a rate each month as provided in General Information Section 38.B.(3). If a receipt facility is turned off for failure to meet the Company's gas quality specifications or for damage to any Company facilities whether 1) at the receipt facility; or 2) on its production system; or 3) its distribution mainlines; or 4) service lines; or 5) to Customer facilities, there shall be an additional "re-test" charge per meter for each additional service call to re-test the quality of producer's gas within the last 24-month period. The per meter charge for each retest is provided in General Information Section 38.B.(3). For service calls related to re-testing a meter that was turned off due to a failure to meet gas quality requirements, the Company will waive such fees if it fails to re-test such meters by close of business on the fifth working day after confirmed notice from a producer that its meter is ready for re-test and turn on. For meters that require an excess of five service calls during the same 24-month period, Company shall have the right to shut-in the meter permanently.

GENERAL INFORMATION (Cont'd)

II.7.E. - Cont'd

F. Receipt Facility Measurement for Production Facilities

All gas shall be measured by orifice or displacement type meter or any other approved measuring device of equal accuracy. Measurement of gas shall be calculated following the recommendations of the ANSI/API 2530 "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids" (A.G.A. Report No. 3) including the A.G.A. Manual for Determination of Supercompressibility Factors of Natural Gas or the A.G.A. Transmission Measurement Committee Report No. 8 "Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases", ANSI B109.3 "Standard for Rotary Meters" and "Measurement by Turbine Meters – Volumetric Flow Measurement" (A.G.A. Report No. 7), as appropriate to the type of measurement installed at the receipt facility, including any revisions applying thereto.

If the receipt facility gas flow characteristics are such that calculations cannot be performed consistent with the above-mentioned recommendations due to a decline in production or other operational matters, the Company shall have the right to turn off a meter until a replacement meter meeting the above specifications is installed at the producer's expense. The Company shall not bear any facilities or installation cost, other than purchase of replacement metering, necessary to address the conditions that resulted in the meter turn off. The Company's right to turn off a meter until a replacement meter meeting the above specifications is installed is subject to certain notification and communications requirements between the producer and the Company which are fully explained in Section F.4.d. Receipt Facility Measurement of the Company's Procedures Manual.

For orifice meters, the producer shall change the charts on the first (1st) working day of each month, (ii) mail the removed charts to the Company on or before the fifth (5th) working day of each month, (iii) change the charts regularly, once each seven (7) day period following said first (1st) working day, or on a 31-day cycle in the case of 31-day charts, and (iv) mail these removed charts to Company within three (3) working days of each such chart change. For displacement meters, the producer must read meters on the first (1st) working day of each month and shall mail, or, with confirmed receipt, e-mail, fax or otherwise provide all such index information to Company on or before the fifth (5th) working day of each month. All such charts and readings must be forwarded to the following address:

National Fuel Gas Distribution Corporation
Gas Measurement Department, Room 1
717 State Street – Suite 700
Erie, PA 16501

GENERAL INFORMATION (Cont'd)

II.7.F. - Cont'd

Each party shall have constant access to the meters and access, upon reasonable notice and during business hours, to meter charts and records.

G. Gas Quality Requirements for Production Facilities

Gas which is received by the Company shall:

(1) be entirely free of dust, objectionable odors, and all other gaseous and solid matter which might damage or interfere with the proper operation of the pipelines, regulators, meters or other equipment and apparatus through which it flows or in which it is used;

(2) be entirely free of all hydrocarbon liquids and other material in liquid form, including, without limitation, water, glycol, brines, condensate and oil;

(3) not contain more than seven (7) pounds of water (H_2O) in a vapor state per million cubic feet of gas;

(4) not contain more than three tenths (0.3) of a grain of hydrogen sulfide (H_2S) per one hundred (100) cubic feet of gas;

(5) not contain more than twenty (20) grains of total sulfur (S) per one hundred (100) cubic feet of gas;

(6) not contain more than five percent (5%) by volume of a combined total of carbon dioxide (CO_2) and nitrogen (N_2) components provided, however, (1) that the total carbon dioxide (CO_2) content shall not exceed two percent (2%) by volume; and (ii) that gas shall be entirely free of NOx compounds;

(7) not contain more than two tenths of one percent (0.2%) by volume of oxygen (O_2); however producer further agrees to make every reasonable effort to keep the gas completely free of oxygen;

(8) have a temperature of not more than one hundred twenty degrees Fahrenheit (120°F); and

(9) have heat content not less than nine hundred sixty-seven (967) Btu per cubic foot (dry), and not more than eleven hundred (1100) Btu per cubic foot (dry), provided, however, that Company shall have the option (but never the obligation) to accept gas having a heat content outside of said range, when in Company's sole judgment, such different heat content does not prevent such gas from being merchantable and fit for use in Company's retail markets.

GENERAL INFORMATION (Cont'd)

II.8. METER READING, BILLING AND COLLECTION

A. Meters and Billing Period

At the option of the Company, meters shall be read either monthly or bi-monthly. If the meter reading of a Customer is for a consumption period greater or less than a billing month, the stated rates shall apply pro-rata to the nearest full day of usage.

A billing month may be any period consisting of not less than twenty-six (26) days nor more than thirty-five (35) days, and a bill for any shorter or longer period will be prorated on the basis of a thirty day billing period.

B. Combined Billing

Rates under all Service Classifications are based upon the quantities of gas registered by each individual meter for the billing period for which the meter may be read, and upon the further proviso that a single meter shall not supply more than one customer and shall be for the Customer's own use; provided further that the Company may, when in its judgment the conditions warrant or to improve service, install two or more meters on the same premises to serve a single customer, in which event the consumption registered by such meter shall be consolidated and the rates under which service is taken applied to the total consumption. The term "same premises" means a single building; or the several buildings of a housing development under one ownership within a single parcel of land not intersected by a public highway or a city street; or the several buildings of a religious, charitable, educational or benevolent corporation if used exclusively for such purposes; or an industrial plant if situated on adjoining properties even though intersected by a public highway or a city street. Once a service line and meter are established as serving a single building or portion of a building, as a separate account, that building or portion of a building shall remain a separate account and shall not be eligible for combined billing regardless of change of ownership.

C. Meter Reading, Estimated Bills and Backbilling for Residential Customers

(1) Meter Reading and Estimated Bills

For the months in which the meters are not read, or should any meter or measuring device used under an agreement for service for any reason fail to register for any period of time the full usage of service by a customer, or if the actual usage of service cannot be obtained because of the inability of the Company to read a meter or measuring device, the usage of service by such customer shall be estimated by the Company on the basis of available data and the customer shall be billed accordingly.

Estimated bills may be routinely sent to the customer for a period of four months or two billing periods, whichever is greater. If no actual reading is obtained after the aforementioned period, the Company shall take reasonable actions to obtain an actual meter reading. Such actions may include but are not limited to:

GENERAL INFORMATION (Cont'd)

II.8.C. – Cont'd

a. Making an appointment with the customer and/or such other person who controls access to the meter, for the purpose of obtaining a reading at a time to include times other than during normal business hours; or

b. Offering the customer and/or such other person who controls access to the meter the opportunity to phone in meter readings; or

c. Providing to the customer and/or such other person who controls access to the meter a meter read schedule and instructions to provide readings to the Company.

If the person who controls access fails to arrange an appointment in response to a second request and the Company is unable to obtain an actual meter reading, the Company may add a charge of twenty-five dollars ($25) to the next bill of the recipient of the notice. If the Company intends to obtain a court order to gain access to the meter, it shall inform the recipient of the notice by certified or registered letter. The letter shall inform the recipient that the purpose of obtaining such a court order is to replace a meter, or, if physically feasible, to relocate the meter or install a remote reading device. The letter shall state that the court costs and the cost of the remote reading device or the meter relocation will be paid by the person who controls access to the meter.

For seasonal and/or short-term Customers, an actual meter reading shall be taken upon termination of service.

Where the Customer desires to have his or her meter read each month, the Company will, if the meter is not scheduled to be read, supply the Customer with a meter read schedule and instructions for supplying meter reads to the Company. The Customer's bill for that month shall be determined therefrom. In case the Customer fails to provide such reading promptly, or obviously fails to read the meter properly, the Company shall estimate the consumption for billing purposes.

A special meter reading fee of twenty dollars ($20) shall be charged to any party requesting a special meter reading as described in the UBPs.

(2) Backbilling

Where the Company has submitted an estimated bill (or bills) to a residential customer that understate the actual amount of money owned by such Customer for the period when estimated bills were rendered by more than 50 percent or one hundred dollars ($100), whichever is greater, the Company shall notify the Customer in writing that he or she has the right to pay the difference between the estimated charges and the actual charges in regular monthly installments over a reasonable period that shall not be less than three months.

GENERAL INFORMATION (Cont'd)

II.8.C. – Cont'd

D. Meter Reading, Estimated Bills, Backbilling and Fixed-Factor Billing for Non-Residential Customers

(1) Meter Reading

The Company shall attempt to read the meter on a regularly scheduled basis. The Company shall determine whether the meter should be scheduled for reading on a monthly or bimonthly basis. The Company shall attempt to obtain a reading by visiting the premises between 8 a.m. and 5 p.m. on a business day.

In the event that the Company has billed a non-residential customer based on readings of a remote registration device for six consecutive months, the Company shall, at the time of every subsequent reading attempt and until successful, try to gain access to read the meter. In the event that the Company has billed a non-residential Customer based on Customer readings for six consecutive months, and did not obtain an actual reading at the time of the next regularly scheduled or follow up reading attempt thereafter, the Company shall, within seven calendar days after the last attempt, either make another reading attempt or attempt to schedule an appointment with the non-residential Customer to read the meter.

A special meter reading fee of twenty dollars ($20) shall be charged to any party requesting a special meter reading as described in the UBPs.

(2) Estimated Bills

The Company may render an estimated bill to a non-residential Customer for a regular cycle billing period when:

a. the Company has failed to obtain access to the meter;

b. circumstances made obtaining an actual reading of the meter extremely difficult, despite having access to the meter area; provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company advising the non-residential Customer in writing of the specific circumstances and the non-residential Customer's obligations to have the circumstances corrected;

c. the Company has good cause for believing that an actual or customer reading obtained is likely to be erroneous; provided, however, that estimated bills for this reason may be rendered no more than twice consecutively without the Company initiating corrective action before the rendering of the next cycle bill;

GENERAL INFORMATION (Cont'd)

II.8.D. – Cont'd

d. circumstances beyond the control of the Company prevented the meter reader from making a premises visit;

e. an actual reading was lost or destroyed; provided, however, that an estimated bill for this reason shall be rendered no more than once without the Company initiating corrective action before the rendering of the next cycle bill;

f. an estimated reading has been prescribed or authorized by the Commission for a particular billing cycle;

g. an estimated reading is otherwise allowed by the Company's tariff; or

h. an unmetered condition was in existence during the period.

The Company will issue non-access notices to all access controllers who fail to provide access to the meter. All notices will be issued in compliance with the Commission's regulations (16 NYCRR 13.8). The Company will assess a non-access charge of $100 to any access controller who fails to allow the Company access to the meter after receiving written notice from the Company. The access controller may be subject to termination of service in the event that the access controller refuses to provide access.

(3) Backbilling

The Company shall not render a backbill more than six months after the Company actually became aware of the circumstance, error or the condition that caused the underbilling, unless a court extends the time to render a backbill.

The Company shall not upwardly revise a backbill unless the revised backbill is rendered within 12 months after the Company actually became aware of the circumstance, error, or condition that caused the underbilling, and

a. the customer knew or reasonably should have known that the original billing or the first backbill was incorrect; or

b. new information shows that the first backbill was incorrect

The Company shall render a downwardly revised backbill as soon as reasonably possible and within two months after the Company becomes aware that the first backbill was excessive.

The Company shall not render a backbill for any underbilling when the reason for the underbilling is apparent from the customer's service application, or could have been revealed in a service application and the Company failed to obtain and retain one.

GENERAL INFORMATION (Cont'd)

II.8.D. – Cont'd

When the failure to bill at an earlier time was due to Company deficiency, the Company shall not bill a non-residential customer for service rendered more than 12 months before the Company actually became aware of the circumstance, error, or condition that caused the underbilling, unless the Company can demonstrate that the non-residential customer knew or reasonably should have known that the original billing was incorrect.

The Company shall not bill a customer for service rendered more than 24 months before the utility actually became aware of the circumstance, error, or condition that caused the underbilling, unless the Company can demonstrate that the customer knew or reasonably should have known that the original billing was incorrect.

(4) Fixed-Factor Billing

The Company may use Fixed-Factor Billing in lieu of pressure correcting devices to determine the actual gas consumption of those customers receiving gas at a regulated metering pressure higher than normal delivery pressure of 0.25 pounds per square inch gauge. The Fixed-Factor Method involves the application of Boyle's Law (volume correction for pressure) to the uncorrected registration of the gas meter.

In instances where the Fixed-Factor Method is used, the amount of gas determined from the meter reading shall be multiplied by a factor derived from the following formula:

$$\frac{(Pb \,\&\, Pm)\,(Fpb)^2}{PB} = \text{Billing Multiplier}$$

Pb is the average barometric pressure, calculated for the Company's service area, and measured in pounds per square inch absolute.

Pm is the delivery or metering pressure measured in pounds per square inch gauge.

PB is the base pressure of 14.73 pounds per square inch absolute.

Fpb is the super compressability factor, based on 0.6 specific gravity hydrocarbon gas at 60 degrees Fahrenheit temperature.

Where the average barometric pressure varies by more than .10 pounds per square inch absolute within the Company's franchise territory, the average barometric pressure for that geographic location shall be calculated based on that location's elevation above sea level.

No fixed factor installation shall be made where the resulting measurement error is fact, or more than 2% slow. Additionally, the following rules shall apply:

a. The regulated outlet set pressure to the customer's meter will be maintained under operating conditions at + or - 1% of the pressure absolute;

GENERAL INFORMATION (Cont'd)

II.8.D. – Cont'd

b. Each regulator shall be sealed in a manner that would indicate any unauthorized tampering with the outlet pressure adjustment screw;

c. All regulators and pressure compensating devices used in fixed factor measurement shall be clearly identified;

d. A means will be provided for verifying the outlet set pressure of the regulator initially and periodically thereafter; and

e. Each installation shall be inspected annually and inspection records maintained by the Company. In addition, the Company shall keep a complete file of regulator manufacturers' date sheets and performance curves maintained and updated.

E. Payment and Late Payment

All bills are due: i) on the day when personally served or delivered; ii) on the date posted, if electronically provided; or iii) three (3) days after the mailing of the bill. If payment is not made on or before the date shown on the bill, which date shall not be less than twenty (20) days from the due date, a customer, except for State agencies as provided for below, shall be required to pay a late payment charge.

As provided by, and subject to the Commission's Order in Case 99-M-0074, for residential Customers with a deferred payment agreement, a late payment charge shall not be applied if the regularly scheduled bill (which includes current charges plus the installment amount to pay down the restructured balance) is paid within twenty (20) days of when the bill is due.

Late payment charges shall be applied unless payment in full is made on the current bill and all bills in arrears, if any. In case partial payment is made, it shall apply on the oldest bill in arrears. Remittance mailed on the last date a bill is payable without imposition of the late payment charge will not be subject to the late payment charge; the postmark to be conclusive evidence of time of mailing. The failure of a Customer to receive the bill shall not exempt him from imposition of the late payment charge.

For all service, except to State agencies, rendered under all Service Classifications a late payment charge at the rate of one and one-half percent (1 1/2%) per monthly billing period will be applied to all amounts previously billed under this tariff, including arrears and unpaid late payment charges applied to previous bills. The charge will also be applied to amounts due by non-residential Customers under deferred payment agreements for arrears, and when residential Customers whose arrears had been restructured under a deferred payment agreement fail to make timely payment in accordance with a deferred payment agreement. Provided, however, that if an extraordinary event or service outage occurs, then pursuant to the Commission's authority granted in Case 13-M-0061, the Company may waive the late payment charge.

Service to State agencies will be rendered in accordance with the applicable provisions of the State Finance Law.

GENERAL INFORMATION (Cont'd)

II.8. – Cont'd

F. Interest on Customer Overpayments

The Company shall provide interest on Customer overpayments in accordance with 16 NYCRR 277.

A Customer overpayment is defined as payment by the Customer to the Company in excess of the correct charge for gas service supplied to the Customer, which was caused by erroneous billing by the Company.

The rate of interest on Customer overpayments shall be the greater of the unadjusted Customer deposit rate or the applicable late payment rate, if any, for the Service Classification under which the Customer was billed. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment was refunded.

The Company shall be required to pay interest according to the terms herein on any Customer refunds that occurred on or after August 24, 1992. Interest will not be paid on Customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

G. Shared Meters

In accordance with 16 NYCRR 11.30 - 11.32, and Section 52 of Public Service Law, when a tenant's service meter also registers utility service used outside the tenant's dwelling and/or control, the tenant is not required to pay the charges for that service. The owner has three options when shared metering has been determined:

(1) Request the meter be placed in the owner's name;
(2) Correct the condition; or
(3) If allowed by law and if certain conditions are met, enter into a mutually acceptable agreement.

Following 120 days after the determination that a shared meter exists, if the owner does nothing, the Company will automatically place the account in the owner's name without their request. The Company will rebill for past service in accordance with Section 52 of Public Service Law. A Customer may request a copy of Section 52 of Public Service Law and 16 NYCRR 11.30 - 11.32 from the Company.

H. Deferred Payment Agreement

(1) Residential Customers

a. General Rules:

The Company will not disconnect or refuse to restore or provide service to a residential

GENERAL INFORMATION (Cont'd)

II.8.H. – Cont'd

customer or applicant because of arrears owed on such person's account unless it offers eligible residential customers a Deferred Payment Agreement; provided, however, that any such Agreement shall not be made available to any customer who the Commission or its designee determines has the resources available to pay his or her bill.

Generally the Company will offer any eligible residential customer or applicant a Deferred Payment Agreement ("Agreement") with specific terms as required by 16 NYCRR 11.10 which sets forth in detail the procedures summarized here. The Agreement offer will be made in duplicate on the form set forth in the Company's tariff in General Information Section 25.A. or in the electronic form as set forth in General Information Section 25.B.

b. Eligibility:

All residential customers and applicants are eligible for an Agreement unless the customer has broken an existing payment Agreement which required payment over a period at least as long as the standard Agreement described below, or the customer or applicant has the resources to pay the bill as determined by the Commission or its designee.

c. Written Offers:

A specific written offer will be made to eligible customers before the date of any threatened termination of service, where payment of outstanding charges is a requirement for reconnection or acceptance of an application for service, and when a customer has broken an Agreement that was for a shorter period than the standard Agreement.

d. Negotiating Agreements:

Before making a written offer, the Company will make a reasonable effort to contact eligible customers or applicants in order to negotiate Agreement terms that are fair and equitable considering the customer's financial circumstances reasonable substantiation of such information, and if it does so, shall treat all such information confidentially. The Company may in its discretion postpone a scheduled termination for up to 10 days for the purpose of negotiating an Agreement.

e. The Standard Agreement:

If the Company and the customer or applicant are unable to agree upon specific terms, the Company will offer an Agreement with the following terms:

i. a down payment up to 15 percent of the amount covered by the Payment Agreement or the cost of one-half of one months' average usage, whichever is greater, or if the amount covered by the Agreement is less

GENERAL INFORMATION (Cont'd)

II.8.H. – Cont'd

than one-half of one month's average usage, 50 percent of such amount;

ii. and monthly installments up to the cost of one-half of one months' average use or one tenth of the balance, whichever is greater.

f. Consummating the Agreement:

The copy of the paper Agreement must be signed by the customer and returned to the Company with the required down payment, by the specified date, in order to be valid and enforceable. The electronic Agreement must be electronically signed and accepted via the Company's web site, and any down payment made by the specified date in order to be valid and enforceable. In the case of customers who are subject to a final notice of disconnection, the signed paper Agreement or electronic Agreement must be returned to the Company, or a Company representative, by the day before the earliest day on which disconnection may occur in order to avoid disconnection of service. If the paper or electronic Agreement is not signed and returned as required, the Company has the right to disconnect service to the customer.

g. Adjustments:

Billing adjustments or transfers that are made to the customer's account after the Agreement is in effect may shorten or extend the duration of the Agreement. They will not change the monthly installment amount the customer is required to pay under the Agreement. If any adjustments or transfers extend the duration of the Agreement, the customer may renegotiate the Agreement.

h. Renegotiating Agreements:

If a customer or applicant demonstrates that his or her financial circumstances have changed significantly because of circumstances beyond his or her control, the Company will amend the terms of the Agreement to reflect such changes.

i. Broken Agreements:

If a customer fails to make timely payment of installments in accordance with a payment Agreement, the Company will send a reminder notice before sending a final notice of disconnection. If a customer fails to pay an installment by the 20th day after payment was due and has not negotiated a new Agreement, the Company may demand full payment and send a final notice of disconnection in accordance with 16 NYCRR 11.4 and 11.10 of the Regulations and the Company's tariff at General Information Section 9.C.

GENERAL INFORMATION (Cont'd)

II.8.H. – Cont'd

(2) Non Residential Customers

a. The Company's Obligations

The Company shall provide a written notice offering a deferred payment agreement to eligible non-residential customers at the following times:

i. not less than five calendar days before the date of a scheduled termination of service for non-payment of arrears, as indicated on a final termination notice, or eight calendar days if mailed, provided the customer has been a customer for at least six months and the arrears on which the outstanding termination notice is based exceeds two months' average billing; and

ii. when the Company renders a backbill, which exceeds the cost of twice the non-residential customer's average monthly usage or $100, whichever is greater; provided, however, that the Company shall not be required to offer an agreement when the customer knew, or reasonably should have known, that the original billing was incorrect.

If the Company and a non-residential customer agree to terms of a deferred payment agreement in a telephone conversation, the Company shall send the non-residential customer two fully completed copies of the agreement, signed by the Company. The Company, at its sole discretion, may require the customer to sign and return a copy of the completed agreement. The customer is required to notify the Company by phone if they want to accept the payment agreement and the Company is not requiring the customer to sign the payment agreement.

b. Non-Residential Customer Eligibility

Any non-residential customer is eligible for a deferred payment agreement except the following:

i. a non-residential customer who owes any amount under a prior deferred payment agreement;

ii. a non-residential customer who failed to make timely payments under a prior deferred payment agreement in effect during the previous 12 months;

iii. a non-residential customer that is a publicly held company, or a subsidiary thereof;

iv. a seasonal, short-term or temporary non-residential customer;

II.8.H. – Cont'd

v. a customer who during the previous 12 months had a combined total consumption of all its accounts with the Company in excess of 400 Mcf;

vi. a customer who has the resources to pay the bill, provided that the Company notifies the customer of the non-residential customer's right to contest this determination through the Commission's complaint process.

c. Deferred Payment Agreement Offer

Every offer of a deferred payment agreement shall inform the non-residential customer of the availability of a deferred payment agreement for eligible non-residential customers, set forth generally the minimum terms to which such non-residential customer is entitled, explain that more generous terms may be possible, and specify the telephone number and the times to call in order to discuss an agreement.

An offer of a deferred payment agreement shall also state the date by which the non-residential customer must contact the Company in order to avoid termination, and explain that the Company has the right to a larger down payment if the deferred payment agreement is not entered into until after a field visit to physically terminate service has been made.

d. Deferred Payment Agreement Terms

A deferred payment agreement shall obligate the non-residential customer to make timely payment of all current charges and may require the customer:

i. to make a down payment of up to 30 percent of the arrears on which an outstanding termination notice is based, or the present cost of twice the non-residential customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; or

ii. in the event a field visit to physically terminate service has been made, to make a down payment of up to 50 percent of the arrears on which an outstanding termination notice is based or the cost of four times the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; and

iii. to pay the balance in monthly installments of up to the cost of the non-residential customer's average monthly usage or one-sixth of the balance, whichever is greater; and

iv. to pay late payment charges during the period of the agreement; and

GENERAL INFORMATION (Cont'd)

II.8.H. – Cont'd

v. to pay a security deposit in three installments, 50 percent down and two monthly payments of the balance, if previously requested in accordance with the Company's tariff.

A deferred payment agreement offered as a result of a backbill may require the non-residential customer to pay the outstanding charges in monthly installments of up to the cost of one-half of the non-residential customer's average monthly usage or one twenty-fourth of such charges, whichever is greater. A deferred payment agreement may provide for a greater or lesser down payment, a longer or shorter period of time, and payment on any schedule, if mutually agreed upon by the parties.

e. Breached Deferred Payment Agreements

The first time a non-residential Customer fails to make timely payment in accordance with a deferred payment agreement, the Company shall give the non-residential customer a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement. If a non-residential Customer fails to comply with the terms of a deferred payment agreement, the Company may demand full payment of the total outstanding charges and send a final termination notice.

I. Returned Check Charge

The Company may impose a charge of ten dollars ($10) for each check or electronic payment received from a Customer in payment of bills for service that is dishonored and returned by the bank on which it is drawn.

GENERAL INFORMATION (Cont'd)

II.9. DISCONTINUANCE OF SERVICE OTHER THAN AGGREGATION SERVICES UNDER SERVICE CLASSIFICATION NO. 19

A. Discontinuance by the Customer

Customers who intend to move from the premises supplied with gas, discontinue the use of gas, or in any manner terminate their liability to pay for gas delivered to the premises, shall give at least two (2) business days notice thereof to the Company and provide access to the meter, for a final reading. The Company shall attempt to read the meter within 48 hours of such request for termination or discontinuation of gas service, provided that if circumstances beyond the control of the Company make an actual reading of the meter extremely difficult, the Company shall not be required to provide an actual meter reading. The Company shall not be required to provide a meter reading during a holiday or non-work day, but shall instead provide such meter reading on the next workday. The customer will remain liable for all gas which passes through the meter until notice and access is provided.

B. Grounds for Disconnection or Termination

(1) Residential Customers

The Company may disconnect the supply of gas to residential customers for nonpayment of bills rendered for any service, for the failure to post a lawfully required deposit, or for failure to provide access to all service lines, piping and connections, provided, that a final notice of disconnection is issued to the customer in accordance with the time and content requirements set forth below.

(2) Non-residential Customers

The Company may terminate the supply of gas to non-residential customers for the following reasons: (i) the failure to pay any tariff charge due for which a proper written bill itemizing the charge has been sent, except that such charges must relate to service used less than six years before the first bill containing these charges was rendered, (ii) for failure to pay amounts due under a deferred payment agreement, (iii) for failure to pay a lawfully requested security deposit, (iv) for failure to provide reasonable access to the premises for the necessary and proper purposes in connection with the rendering of service (including meter installation, reading or testing, inspection of all service lines, piping and connections, or the maintenance, removal or securing of the Company's property in accordance with 16 NYCRR 13.8(c)), (v) when service is provided through tampered equipment; or (vi) the failure to comply with any other provisions of the Company's tariff which permits the Company to refuse to supply or terminate service.

(3) Dishonored Negotiable Instruments

Notwithstanding anything to the contrary herein, the receipt of a subsequently dishonored negotiable instrument from a residential or non-residential customer in response to a notice of discontinuance shall not constitute payment of the customer's account, and the Company shall not be required to issue additional notice prior to disconnection.

C. Notice of Disconnection or Termination - Time and Contents

(1) Residential Customers

The Company may disconnect the supply of gas to residential customers no sooner than 15 days

GENERAL INFORMATION (Cont'd)

II.9.C. – Cont'd

after written notice has been served personally upon the customer or mailed to the customer.

This notice may be issued until at least 20 days have elapsed from the date payment was due. Bills for service are due when personally delivered or three (3) days after the mailing of the bill.

If a residential customer has specified to the Company in writing an alternative address for billing purposes, the disconnection notice shall be sent to both the alternate address and the address where service is rendered.

(2) Non-residential Customers

The termination of service to non-residential customers shall take place as follows:

a. at least five days after written notice has been served personally upon the customer; or

b. at least eight days after mailing a final notice of termination to the customer addressed to the premises where service is rendered; or

c. a final notice of termination will not be issued or sent unless at least 20 calendar days have elapsed from the date payment was due, or the date given in a written notice to cure a tariff violation or as otherwise set forth in this tariff, except that a final notice of termination may be issued or sent on or after the date payment was due in the following circumstances:

i. when any portion of the charge that the customer has failed to pay is for service supplied through tampered equipment and for which an unmetered service bill has been rendered;

ii. when the charge that the customer has failed to pay is the installment amount due under a deferred payment agreement; or

iii. when the Company has a written waiver of the customer's right not to be sent a termination notice as set forth in 16 NYCRR 13.7(d)(2).

If a non-residential customer has specified to the Company in writing an alternate address for billing purposes, the notice shall be sent to such alternate address rather than to the premises where service is rendered.

(3) Submetering - Non-Residential Customers

Prior to termination to a customer providing submetered service, the Company shall first seek to inform submetered tenants of the termination through posting, notices, mailings or any other method the Company believes most likely to reach the greatest number of submetered tenants.

GENERAL INFORMATION (Cont'd)

II.9.C. – Cont'd

(4) Contents of the Notice - Residential Customers

The notice indicating disconnection of service will, at a minimum,

a. Clearly indicate:

i. the reason for service disconnection;

ii. the total amount required to be paid, indicating the amount for which the customer's account is either in arrears or the required deposit, if any, which must be posted by the customer, or both;

iii. a method whereby the customer may tender payment of the full sum due and owing, including any required deposit, to avoid the disconnection of service;

iv. the availability of Company procedures for handling complaints prior to disconnection, including the address and telephone number of the office of the Company the customer may contact in reference to his or her account; and;

v. the earliest date on which disconnection may be attempted.

b. have printed on the disconnection notice, in a size type capable of attracting immediate attention, the following:

"THIS IS A FINAL DISCONNECTION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE COMPANY WHEN PAYING THIS BILL."

c. include a summary as prepared or approved by the Public Service Commission stating the protections available to residential customers together with a notice that any customer eligible for such protections should contact the Company.

(5) Contents of the Notice - Non-Residential Customers

The notice indicating termination of service will, at a minimum, state: (i) the reason or reasons for termination, including the total amount required to be paid, if any, and the manner in which termination may be avoided; (ii) the earliest date on which termination may occur; (iii) the address and phone number of the Company office that the customer may contact in reference to his or her account; (iv) that the Company has procedures available for considering customer complaints prior to termination; (v) that the Commission has procedures that are available for considering customer complaints when a customer is not satisfied with the Company's handling of the complaint, including the address and phone number of the appropriate Commission office; (vi) that it is a termination notice which should be brought to the attention of the Company when the bill is paid; (vii) that payment of the charges with a check that is subsequently dishonored may result in immediate termination of service without further notice; and (viii) that at the time the

GENERAL INFORMATION (Cont'd)

II.9.C. – Cont'd

Company goes to the premises to terminate service it may require any payment to be made with cash, certified check, or money order if the customer has, within the last 24 months, paid with a check that was dishonored.

D. Verification of Delinquent Account Prior to Disconnection or Termination

The Company will not disconnect or terminate service for nonpayment of bills rendered or for failure to post a required deposit unless:

(1) it has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the required notice period; and

(2) it has verified on the day disconnection or termination occurs that payment has not been posted to the customer's account as of the opening of business on that day, or has complied with procedures established for rapid posting of payments.

E. Rapid Posting of Payments in Response to Notices of Disconnection or Termination

The Company shall take responsible steps to establish procedures to insure that any payments made in response to notices of disconnection or termination, when the customer brings the fact that such a notice has been issued to the attention of the Company or its authorized collection agents, are either:

(1) posted to the customer's account on the day payment is received, or

(2) processed in some manner so that disconnection or termination will not occur.

F. Days and Times When Disconnection or Termination of Service is Not Permitted

The Company shall not disconnect or terminate service to customers on:

(1) a Saturday or Sunday;

(2) a public holiday as defined in the General Construction Law;

(3) a day on which the main business office of the Company is closed; or

(4) for non-residential customers, on a day on which the Public Service Commission is closed.

The Company shall not disconnect or terminate service to any residential customer for nonpayment of bills or for failure to post a required deposit on a Friday, or the day immediately preceding a day on which the main business office of the Company is not scheduled to be open for business, or the day immediately preceding public holiday, or during a two-week period encompassing Christmas and New Year's Day. Residential disconnection shall be made only between the hours of 8:00 a.m. and

GENERAL INFORMATION (Cont'd)

II.9.F. – Cont'd

4:00 p.m.

On days when termination of non-residential customers may occur, the Company may terminate service between the hours of 8:00 a.m. to 6:00 p.m., except that on days preceding the days listed above, termination may only occur after 3:00 p.m. if the customer or any person in charge of the premises is informed prior to termination in a personal contact that termination is about to occur and the Company is prepared to accept a check for any payment required to avoid termination.

G. Voluntary Third Party Notice Prior to Disconnection of Service

The Company shall permit a residential customer to designate a third party to receive a copy of every notice of disconnection of service sent to such residential customer, provided that such third party indicates in writing his or her willingness to receive such notices.

H. Disconnection of Service to Entire Multiple Dwellings

The Company shall not disconnect service to an entire multiple dwelling (as defined in the Multiple Dwelling Law or the Multiple Residence Law) unless the notices specified in the Public Service Law have been given, provided that where any of the notices required there under are mailed in a postage-paid wrapper there shall be no disconnection of service until at least 18 days after the mailing of such notices.

I. Disconnection of Service to Two-Family Dwellings

The Company shall not disconnect service to a two-family dwelling that is known by the Company to contain residential units where service is provided by a single meter unless the notices specified in the Public Service Law have been given. For purposes of this section, the term "two-family dwelling" shall mean a building designed and occupied pursuant to local building codes exclusively by two families living independently of each other.

J. Multiple and Two-Family Dwelling Procedures in Cold Weather

During the cold weather period beginning November 1 of each year and ending April 15 of the following year, the written notices required in General Information Sections 9.G. and 9.H. shall be provided not less than 30 days before the intended disconnection.

K. Disconnection of Residential Service; Special Procedures

Special emergency procedures, required by 16 NYCRR 11, provide special protections for specified residential customers regarding the disconnection and restoration of service in cases involving medical emergencies, the elderly, blind or disabled, and disconnections during cold weather.

Copies of the Company's special procedures are on file with the Commission and are available to the public upon request at Company offices where application for service may be made.

GENERAL INFORMATION (Cont'd)

II.9.K. – Cont'd

L. Company Disconnection for Safety, Tampering, etc.

(1) Residential Customers

Notwithstanding anything to the contrary set forth herein, the Company may disconnect service when an emergency may threaten the health or safety of a person, a surrounding area or the Company's distribution system. The Company shall act promptly to assure restoration of service as soon as feasible. Service will be restored before it may be disconnected for any other reason.

(2) Non-residential Customers

Notwithstanding anything to the contrary contained herein, the Company may disconnect service without notice, when:

a. there is an emergency which may threaten the health or safety of a person, the surrounding area, or the Company's distribution system;

b. there is a need to make permanent or temporary repairs, changes or improvements in any part of the system;

c. there is a governmental order or directive requiring the Company to do so.

The Company shall, to the extent reasonably feasible under the circumstances, provide advance notice to those whose service will be interrupted for any of the above reasons.

The Company shall act promptly to restore service as soon as possible after disconnection under this Section; provided, however, that service need not be restored to any building, unit, or piece of equipment if, at the time restoration is to occur, the Company has the lawful right to terminate service for another reason.

The Company shall also have the right to suspend, curtail or disconnect service to non-residential users without notice:

a. when there is no customer and service is being provided through tampered equipment;

b. when there is no customer and the Company can show that the user will require service for less than one week, provided that the Company makes a reasonable effort to advise the user before disconnection and to provide the user the opportunity to apply for service; or

c. when there is no customer and the Company has provided advance written notice of its intent to disconnect service unless the responsible party applies for service and is accepted as a customer, and advising the occupant of the nearest Company office where an application can be made. Notice shall be given under this paragraph personally, by

GENERAL INFORMATION (Cont'd)

II.9.L. – Cont'd

posting (48 hours prior to termination) or by mailing at least five and no more than 30 days prior to disconnection.

This Paragraph shall not obviate the Company's obligations under 16 NYCRR 11.7 and 11.8.

M. Complaint Procedures

Any complaint filed with the Company regarding disputed bills, charges or deposits will be promptly investigated in accordance with the procedures and form of notice required by the Public Service Commission rules contained in 16 NYCRR 11.2, 13.15 and 275.

The Company will not terminate or disconnect service regarding a disputed bill or deposit until it has complied with said Commission rules.

Copies of the Company's complaint handling procedures and form of notice are on file with the Commission and are available to the public upon request at Company offices where application for service may be made.

N. Residential Customer Right to Final Actual Read

Residential customers providing at least 48-hours' notice requesting discontinuance of gas service shall be notified of their right to an actual meter reading in addition to their ability to phone in or electronically submit their final reading to the Company. Once the necessary technological functionality is deployed, the Company will charge a $20 meter reading fee for procuring, or attempting to procure an actual read. The Company shall not charge a meter reading fee to a customer where the Company has the ability to read the customer's meter without sending personnel to the customer's premises.

When an actual read is requested pursuant to this paragraph, the Company will endeavor to procure a physical meter reading within two days, or on the workday following a holiday or weekend day should such occur in the 48-hour period a utility has to obtain a reading. When the Company is allowed access and is able to read the meter, the bill will be computed using the actual reading. If service is disconnected at the same time, the final bill will use the actual read. Where the Company has made a reasonable effort to obtain an actual meter reading or where circumstances beyond the control of the Company make an actual reading of the meter extremely difficult or impossible (e.g., when the Company is not granted access to the meter), the Company will issue a final bill based on readings provided by the residential customer discontinuing service and/or by a new customer taking service at the same address, or based on an estimate calculated in accordance with procedures approved by the Commission.

II.10. RECONNECTION OF SERVICE OTHER THAN AGGREGATION SERVICE UNDER SERVICE CLASSIFICATION NO. 19

When service has been disconnected or terminated by the Company for nonpayment of bills rendered for service or for non-access to inspect all service lines, piping and connections, the Company will further charge the Customer an additional fee for service reconnection as specified in General Information Section 38.B.(3). For non-residential Customers, the reconnection charge may be required to be paid in advance of service reconnection.

A. Residential Customers

When a residential Customer's service is disconnected for nonpayment of bills or for non-access, the Company reserves the right to refuse to furnish service at the same or any location until:

(1) The Company receives the full amount of arrears for which service was disconnected; or

(2) The Company is provided access to all service lines, piping and connections; or

(3) The Company and the Customer reach agreement on a deferred payment plan and the payment of a down payment, if required, under that plan, or

(4) The Commission or its designee directs the restoration of service; or

(5) The Company receives a commitment of a direct payment or written guarantee of payment from the social services official of the social services district in which the customer resides; or

(6) The Company has notice that a serious impairment to health or safety is likely to result if service is not reconnected. Doubts as to whether reconnection of service is required for health or safety reasons shall be resolved in favor of reconnection.

B. Non-residential Customers

When a non-residential customer's service is terminated for non-payment or for non-access, the Company reserves the right to refuse the customer's request to restore service until payment of the reconnection charge along with any other charges, fees and penalties due, and further provided compliance with one of the following:

(1) the Company receives full payment of the arrears and/or a security deposit for which service was terminated, and any other tariff charges billed after the issuance of the termination notice which are in arrears at the time reconnection is requested; or

GENERAL INFORMATION (Cont'd)

II.10.B. – Cont'd

(2) the Company and the customer reach an agreement on a deferred payment plan and the payment of a down payment if required under that plan; or

(3) the Company is provided access to all service lines, piping and connections.

The Company shall also reconnect service when the Commission or its designee directs reconnection where the termination was in error, or the customer has filed a complaint with the Commission and has either paid in full the undisputed portion of the bill or has entered into a deferred payment agreement for such amount.

C. Reconnection Time Requirements

When a residential or non-residential customer's service is disconnected or terminated for nonpayment of bills, the Company shall reconnect service, unless prevented by circumstances beyond its control or where a customer requests otherwise, to any such disconnected or terminated customer not more than 24 hours after the above conditions have been satisfied.

When service has been terminated or disconnected for non-access or for a customer's violation of the Company's tariff, the Company shall reconnect service, unless prevented by circumstances beyond its control or where a customer requests otherwise, to any customer not more than 24 hours after access is provided (and reasonable arrangements are made for access in the future) or the tariff violation is remedied. Whenever circumstances beyond the Company's control prevent reconnecting of service within 24 hours, service shall be reconnected within 24 hours after those circumstances cease to exist.

Notwithstanding anything to the contrary set forth herein, the Company may require deposits as a condition of service in accordance with the provisions of General Information Section 2. of this tariff.

GENERAL INFORMATION (Cont'd)

II.11. ACCESS TO PREMISES

A. REQUIREMENT TO PROVIDE ACCESS

The authorized agents of the Company shall, at all reasonable times, have free access to any premises supplied with gas or to which a service connection has ever been made, for the purpose of examining, inspecting, repairing or removing meters, pipes or other appliances therein belonging to the Company and of inspecting the piping and appliances belonging to the customer. Any customer or party who controls access who, at any reasonable time directly or indirectly denies, prevents or hinders the Company's authorized agents from entering the building or location or from making an inspection, examination or to allow for leakage surveys and corrosion inspections, shall forfeit to the Company $100 for each such occurrence.

B. SCHEDULING OF FIELD INSPECTIONS

Except to the extent prevented by circumstances beyond its control, the Company shall conduct a field inspection as soon as reasonably possible and within 60 calendar days of the following:

(1) a request contained in a service application;

(2) a reasonable customer request;

(3) the issuance of a field inspection order in accordance with the Company's bill review program;

(4) notification from any reasonable source that service may not be correctly metered;

(5) a directive by the Commission or its authorized designee; or

(6) as otherwise required under applicable law, regulation or Order.

C. FAILURE TO PROVIDE ACCESS

Where a customer, or party who controls access, at any time directly or indirectly denies, prevents or hinders the Company's authorized agents from entering the building or location, or misses two or more safety inspection appointments to allow for leakage surveys and corrosion inspections, gas service may be terminated or disconnected after the Company has issued a service charge for non-access in conjunction with Section II.11.A. above, for failure to provide or allow such access to a premises if:

(1) the customer or access controller has failed to pay such service charge and the Company follows the service termination procedures in Article 2 of the Public Service Law and 16 NYCRR 11 , or

GENERAL INFORMATION (Cont'd)

II.11. – Cont'd

(2) the customer or access controller (a) has paid such service charge and nonetheless refuses access to perform the leakage surveys and corrosion inspections after 15 days' notice to the customer or access controller, if any, and (b) with notice to the Department of Public Service.

D. FORM OF NOTICE

The Company will post its Notice of Disconnection/Termination form on its Web Site.

GENERAL INFORMATION (Cont'd)

II.12. LIABILITY

A. Service

The Company will endeavor at all times to provide regular and uninterrupted service, but in case service shall be defective or be interrupted, curtailed or restricted or shall otherwise fail from causes beyond the Company's control (including without limiting the generality of the foregoing, executive or administrative rules or orders issued from time to time by state or federal officers, commissions, boards or bodies having jurisdiction) or because of the ordinary negligence of the Company, its employees, servants or agents, the Company will not be liable there for.

B. Adequacy of Customer-Owned Equipment

Neither by inspection or non-rejecting nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, pipes and appliances or devices owned, installed or maintained by the customer or third parties.

C. Company Equipment

The Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of gas or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises, except injuries or damages resulting from the negligence of the Company, its employees, servants or authorized agents.

D. Leakage

The customer must notify the Company immediately of the indication of any gas leakage. Should any leak or defect be discovered in the mains, pipes or appliances, the Company shall have the right to shut off the supply of gas until satisfactory repairs have been made.

GENERAL INFORMATION (Cont'd)

II.13. REVISION

A. Modification of Agreement

The Service Classifications, rates, charges, general information, rules, regulations, terms and conditions, characteristics of service, forms of application and their provisions, contained in or referred to in any application or agreement for service or contained in this Rate Schedule or any amendatory leaf or leaves thereof are subject to such termination, change or modification, at any time as may be provided by lawful order of the Public Service Commission or in any schedule or amendatory leaf or leaves subsequently issued and in effect pursuant to law. The Company reserves the right, in any manner permitted by law and at any time to amend, add to or withdraw any of the Service Classifications or schedule leaves herein contained or hereafter promulgated or to modify any of the rules, regulations, terms and conditions or other requirements or provisions, contained in or applicable to any Service Classification.

B. Billing of Changes in Rates

The rates, charges and classifications of service set forth in this Rate Schedule or in amendments thereof by revised leaves hereafter duly filed and in effect shall, unless otherwise expressly stated therein, apply to service supplied to the customer commencing on the effective date set forth in such Rate Schedule or revised leaves thereof.

Whenever a rate change becomes effective during a billing period, unless otherwise specified, the Company will prorate any non-heating load consumption by the number of calendar days before and after the effective date of the rate change. Heating load will be prorated by the number of degree days in each effective rate period.

GENERAL INFORMATION (Cont'd)

II.14. RESALE PROHIBITED

Gas service will not be supplied for resale, remetering (or sub-metering) or other disposition to tenants or occupants except that any customer may furnish gas service for the use of his or her tenants or other occupants provided such customer shall not resell, make a specific charge for, or re-meter (or sub-meter) or measure any of the gas so redistributed or furnished.

Notwithstanding the foregoing and pursuant to the requirements of the Public Service Commission's Order in Case 96-G-0454 Dated September 19, 1997, submetering of gas service to industrial and commercial tenants may be permitted on a case-specific basis with approval of the Commission. Such approval requires the filing of a petition and application with the Commission that sufficiently address the four major areas of concern governing submetering discussed below. Furthermore, the applicant must provide that the conditions preferred in such application will be reiterated and/or incorporated in leases with any submetered tenants prior to any submetering. The petition and application must be served on the Company concurrent with the filing with the Commission, and upon all affected tenants.

A. Safety - A customer petitioning for permission to submeter must ensure that its installation and operation of a gas system will comply with all applicable codes and regulations. The application must also contain the name, address and telephone number of the person or entity responsible for repair, safety and maintenance, and affirm that both tenants and the Company must be furnished with this information or updated information should any of it change. Submeterers of high-pressure piping systems pressurized at 2.0 psi or above must, in addition to the foregoing, identify all personnel installing or maintaining the system, and must provide the Company with evidence certifying that those personnel are trained and qualified to work on high-pressure gas piping. The submeterer must also update the evidence whenever new personnel are assigned to perform installation, repair or maintenance tasks.

B. Rates - Any submeterer must commit to charge gas rates that do not exceed those tariffed by the Company for similar service. Submetering which results in higher rates than those tariffed for end-users will result in review and denial of an application.

C. Other Consumer Protection Issues - Measures are also needed to insure that consumer protections are not sacrificed in a submetering installation. Applications must provide for an effective and objective dispute resolution process. Meter accuracy also must be insured. The submeterer must provide for use of only Commission-approved meter models, and further must devise and adhere to conditions providing for periodic master meter readings and reconciliation of those readings to the submetered customers' meters. Moreover, the application must ensure the calibration of meters any time they are installed or repaired.

D. Utility Concerns - If an application for permission to submeter raises a specific concern, such as lost revenue in a conversion from direct metering to submetering or use of Company-owned facilities, the Company may intervene to request review and propose relief.

GENERAL INFORMATION (Cont'd)

II.15. TEMPORARY SERVICE

Temporary Service shall be considered to be service to a non-permanent structure and/or personal property, or service to a building and/or structure which is non-permanent in that it may be readily removed or relocated.

Where service is to be used for temporary purposes only, the applicant will be required to pay to the Company all costs of the equipment used and of the connection and removal thereof. At the expiration of the service period, the customer will be credited with the salvage value of the material and equipment removed by the Company. In such cases, an advance payment sufficient to cover all costs may be required.

The customer shall not be relieved from his or her obligation to fulfill the term and minimum charge provisions of his agreement for service.

GENERAL INFORMATION (Cont'd)

II.16. BALANCED BILLING PLAN FOR RESIDENTIAL CUSTOMERS

At the request of any residential customer who uses gas as the primary source for space heating and who satisfies the Company's credit standards, monthly payments for such customers may be made as follows:

Monthly payments shall be based on an amount equivalent to 1/12 of the customer's estimated annual bill rounded to next higher dollar amount.

If a debit balance has accrued as of the 12th cycle month of this plan the customer shall have the option of either incorporating it all in the 12th cycle month's payment or spreading up to $100 of the debit in equal monthly installments over the next cycle year. If a credit balance has accrued the customer shall have the option of either receiving a cash refund, having it applied against the current bill or having it used to reduce the monthly installments in the next cycle year. Absent an indication from the customer of his or her preference the debit or credit will be applied to the monthly installments in the ensuing year.

The monthly payment, which shall be based on an estimate of the customer's annual bill shall not be construed by the customer as a guaranty or assurance that the total actual charges will not exceed such estimate. The Company may, at any time, change the monthly payment amount upon notification to the customer whenever, in the Company's judgment, a revised estimate indicates a change is appropriate.

The billing under this plan of payment is for the convenience of the customer. Bills will be rendered at the regular billing dates and will show the amount Balanced Billing Plan customers are to pay. The bill will also show the actual gas used or the calculated amount of gas used and the amount computed at the applicable rate contained in the Company's tariff.

If the customer's Balanced Billing Plan account is in arrears, this Plan may be canceled by the Company and the customer billed in accordance with the applicable Rate Schedule. In the event of such cancellation, the account balance shall then become due. In the event a customer discontinues service and has a credit balance, such balance shall be refunded.

GENERAL INFORMATION (Cont'd)

II.17. LEVELIZED PAYMENT PLANS FOR NON-RESIDENTIAL CUSTOMERS

The Company shall provide a written notice offering a voluntary levelized payment plan designated to reduce fluctuations in payments caused by seasonal patterns of consumption to its eligible non-residential customers at least once in each 12 month period. The Company shall offer a levelized payment plan to all non-residential customers except:

A. customers who have less than 12 months of billing history at the premises;

B. seasonal, short-term or temporary non-residential customers;

C. customers who have arrears;

D. interruptible, temperature-controlled, or dual-fuel customers;

E. non-residential customers who, for any reason, ceased being billed on a previous levelized payment plan before the end of the plan year in the past 24 months; or

F. non-residential customers whose pattern of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty.

A non-residential customer may request that the Company remove the non-residential customer from the levelized payment plan and reinstate regular billing at any time, in which case the Company may immediately render a final levelized settlement bill, and shall do so no later than by the time of the next cycle bill that is rendered more than 10 business days after the request.

The Company may only remove a non-residential customer from its levelized payment plan if the non-residential customer becomes ineligible under the criteria set forth in the tariff and provided that the Company has given the non-residential customer an opportunity to become current in payment, if delinquency is the cause of the non-residential customer's ineligibility, provided further that such opportunity need only be given in any 12 month period.

GENERAL INFORMATION (Cont'd)

II.18. QUARTERLY PAYMENT PLAN - RESIDENTIAL CUSTOMERS

As required by Section 38 of Public Service Law the Company shall offer any residential customer 62 years of age or older, a plan for payment on a quarterly basis of charges for service rendered, provided that such customer's annual billing is not more than $150.00.

II.19. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF GAS

A. Factor of Adjustment

The gas cost rates included in this Section will include a factor of adjustment ratio which is provided in General Information Section 38.B.(3).

B. Calculation of Monthly Gas Cost Recovery Rates

(1) Gas Cost Recovery for SC 1, SC 2 and SC 3.

The gas costs associated with SC 1, SC 2 and SC 3 shall be recovered through the monthly delivery rates and the monthly gas supply service rates.

a. Calculation of Gas Costs Recovered in Delivery Rates.

The delivery rates of SC 1, SC 2 and SC 3 shall include charges to recover gas costs associated with reserve capacity.

i. Base Reserve Capacity Rate

The Base Reserve Capacity Rate per 100 cubic feet is provided in General Information Section 38.B.(2).

ii. Reserve Capacity Cost Adjustment

The Reserve Capacity Cost Adjustment shall be calculated monthly and included in the Monthly Distribution Adjustment Charge for SC 1, SC 2 and SC 3. The Reserve Capacity Cost Adjustment shall be equal to the difference between the Average Cost of Reserve Capacity per Ccf and the Base Reserve Capacity Rate.

The Average Cost of Reserve Capacity per Ccf shall equal the total Reserve Capacity Cost divided by the projected normalized consumption for which the Reserve Capacity Charge is applied to the rates for the Service Classifications identified in General Information Section 38.B.(1).

b. Calculation of Gas Costs Recovered through the Monthly Gas Supply Charge.

The Monthly Gas Supply Charge shall be equal to the sum of the Average Monthly Gas Supply Cost as calculated herein, and the Annual Refund/Surcharge amount as calculated in General Information Section 19.F.

The Average Monthly Gas Supply Cost shall be equal to the sum of the Average Monthly Commodity Cost of Gas and the Average Demand Cost of Gas per Ccf.

GENERAL INFORMATION (Cont'd)

II.19.B. – Cont'd

i. Calculation of the Average Monthly Commodity Cost of Gas

The Average Monthly Commodity Cost of Gas shall be calculated by dividing the Total Average Monthly Commodity Cost of Gas by 1 less the factor of adjustment.

The Total Average Monthly Commodity Cost of Gas shall equal the Total Monthly Commodity Cost of Gas divided by Total Monthly Purchases for the applicable Service Classifications.

The Total Monthly Commodity Cost of Gas shall equal the Total Commodity Charges from the Company's gas Suppliers and transporters which are projected to be incurred during the month the Monthly Gas Supply Charge will be in effect exclusive of gas purchases for off-system sales and exclusive of gas purchases for sale under SC 4, SC 11, SC 12 and SC 14. During months of projected storage gas injections the Total Monthly Commodity Cost of Gas shall exclude the Commodity Cost of Gas injected into storage. During months of projected storage gas cost withdrawals the Total Commodity Cost of Gas shall include the Commodity Cost of Gas withdrawn from storage. The Commodity Cost of Gas withdrawn from storage shall equal the average unit cost of gas injected into storage for the preceding April through October injection period.

The Total Monthly Purchases for the applicable Service Classifications shall be the projected purchases for SC 1, SC 2, SC 3, SC 5, SC 7, SC 8, SC 10 and SC 15.

ii. Calculation of the Average Demand Cost of Gas

The Average Demand Cost of Gas shall be calculated by dividing the Total Average Demand Cost of Gas by 1 less the factor of adjustment.

The Total Average Demand Cost of Gas should equal the Total Annual Demand Cost of Gas divided by Normalized Annual Purchases for the applicable Service Classifications.

The Total Monthly Demand Cost of Gas shall equal the Total Demand Charges from the Company's gas Suppliers and transporters, which are projected to be incurred during the month exclusive of demand charges for SC 4, SC 11, SC 12 and SC 14. The Total Annual Demand Cost will be calculated by multiplying the Total Monthly Demand Cost of Gas by 12.

GENERAL INFORMATION (Cont'd)

II.19.B. - Cont'd

(2) Gas Cost Recovery for SC 7.

a. The Base Reserve Capacity Rate included in SC 7 per 100 cubic feet is provided in General Information Section 38.B.(2).

b. Reserve Capacity Cost Adjustment

The Reserve Capacity Cost Adjustment included in the Monthly Distribution Adjustment Charge for SC 1, SC 2 and SC 3 as calculated in General Information Section 19.B.(1).a.ii. shall be charged to Customers under SC 7.

c. Calculation of 100% Load Factor Cost of Gas Included in SC 7 Rates

The 100% load factor cost of gas included in SC 7 rates shall be the sum of the Commodity Cost of Gas and the 100% load factor demand cost of gas. The Commodity Cost of Gas shall equal the Average Monthly Commodity Cost of Gas as calculated in General Information Section 19.B.(1).b.i. The 100% load factor demand cost of gas shall equal the average demand cost of gas as calculated in General Information Section 19.B.(1).b.ii. multiplied by 51.3087%.

d. Calculation of the 70% Load Factor Cost of Gas Included in SC 15 Rates for Customers with DG Units less than five (5) megawatts.

The 70% load factor cost of gas included in SC 15 rates shall be the sum of the Commodity Cost of Gas and the 70% load factor demand cost of gas. The Commodity Cost of Gas shall equal the Average Monthly Commodity Cost of Gas as calculated in General Information Section 19.B.(1).b.i. The 70% load factor demand cost of gas shall equal the average demand cost of gas as calculated in General Information Section 19.B.(1).b.ii. multiplied by 44.7255%.

GENERAL INFORMATION (Cont'd)

II.19.B. - Cont'd

e. Calculation of the Demand and Commodity Cost of Gas included in SC 15 Rates for Customers with DG Units greater than five (5) and less than 50 megawatts

The Commodity Cost of Gas shall equal the Average Monthly Commodity Cost of Gas as calculated in General Information Section 19.B.(1).b.i. The Monthly Natural Gas Supply Demand cost of gas, recovered through a charge to the Customer based on peak daily purchased gas demand as defined under SC 15, shall equal the average demand cost of gas calculated in General Information Section 19.B.(1).b.ii. multiplied by 10.84335.

f. Calculation of the 50% Load Factor Cost of Gas Included in SC 8 Rates.

The 50% load factor cost of gas included in SC 8 rates shall be the sum of the Commodity Cost of Gas and the 50% load factor demand cost of gas. The Commodity Cost of Gas shall equal the Average Monthly Commodity Cost of Gas as calculated in General Information Section 19.B(1).b.i. The 50% load factor demand cost of gas shall equal the average demand cost of gas as calculated in General Information Section 19.B.(1).b.ii. multiplied by 49.5803%.

C. MHP Settlement Costs and Risk Management Costs

MHP Settlement Costs and Risk Management Costs that are incurred by the Company associated with the purchase of gas supplies will be included as gas costs to be recovered through rates as described in General Information Sections 19.B.(1).b.i., 19.B.(1).b.ii., and 19.F.(1).

D. Statement of Monthly Gas Cost Supply Charge

The Monthly Gas Cost Supply Charge and the Delivery Adjustment Charge computed as herein provided, shall be effective commencing with gas used on and after the first day of the month following the computation date and shall continue in effect until changed.

Not less than three (3) days prior to any change in the Monthly Gas Supply Charge and the Delivery Adjustment Charge resulting from this provision for adjustment of rates according to changes in the monthly gas cost, a statement showing the Average Monthly Gas Supply Charge and the Delivery Adjustment Charge, the date at which and the period for which the average was determined and the amount of adjustment per 100 cubic feet together with the period such rate adjustment per 100 cubic feet will remain in effect will be duly filed with the Public Service Commission apart from this Rate Schedule. Such statement will be available to the public at Company offices at which application for service may be made.

The Company at its discretion will file a revised Monthly Gas Supply Charge Statement within five (5) calendar days of the first of the month of the initial filed Monthly Gas Supply Charge Statement when the replacement of estimated prices with actual prices results in a change in gas cost of more than 5%.

GENERAL INFORMATION (Cont'd)

II.19.D. - Cont'd

E. Refund Provision

In the event that the rates and charges of any of the Company's gas suppliers or transporters are retroactively reduced, the total amount of refund, including interest, related to sales subject to the Monthly Gas Supply Charge, shall be credited to customers as follows:

(1) The refund will be returned to customers through a credit to the Monthly Gas Supply Charge over a succeeding 12 month period. The rate of refund shall be computed by dividing the total amount to be refunded by the corresponding estimated sales for the next successive 12 calendar months. The Company will determine the total amount refunded to its customers on the basis of the actual 10 months' sales figures. Any balance of the refund remaining after the 10 months' actual refund and the 11th month estimated refund will be divided by an estimate of the 12th months' sales and will be reflected in the Monthly Gas Supply Charge for the 12th month.

(2) All refunds concluded during the 12 months ending August 31 of each year will be reconciled with amounts intended to be refunded during that period and any difference along with any refund(s) being held by the Company because the amounts are too small to be credited separately shall be applied to the Annual Surcharge or Refund Computation.

(3) Interest shall be computed on the unrefunded balance from the date of receipt of the refund until the refund is returned to the customers, at least at the rate prescribed by the Commission for consumer deposits.

(4) Where exceptional circumstances warrant, the utility may petition the Commission for waiver of the above refund plan.

GENERAL INFORMATION (Cont'd)

II.19.E. – Cont'd

F. Annual Surcharge or Refund

A surcharge or refund to recover monthly cost of gas undercollections or refund monthly cost of gas overcollections shall be computed as follows:

(1) By taking the cost of purchased gas adjusted for Supplier refunds and liquefied petroleum feedstocks including enrichment products used in the manufacture of gas recorded on the Company's books during the determination period, adjusting that cost to reflect a level of purchased gas commensurate with actual sales and the fixed factor of adjustment as determined in the preceding rate proceeding and subtracting therefrom an amount equal to:

a. the reserve capacity rates as defined in General Information Section 19.B.(1).a. above multiplied by the quantities of gas sold by the Company for each Service Classification as computed in General Information Section 19.B.(1).a., above;

b. the Monthly gas Supply Charge revenues adjusted to eliminate the revenue tax effect;

c. the costs assignable to gas sold to non-jurisdictional Customers;

d. the costs assignable to gas sold under Service Classification Nos. 4 and 5 (demand and commodity gas cost components), 11, 12 and 14;

e. the surplus imbalance amount collected from all classes of transportation Customers;

f. purchase gas cost revenues recovered under the balancing charges included in the monthly metered transportation rates and the daily metered transportation rates;

g. 1) the previous year's overcollections with interest to the extent not refunded;

2) adding the previous year's undercollection with interest to the extent not recovered;

h. storage gas transfer rate revenue including any Demand Transfer Recovery Rate revenue, associated with gas in storage transferred to Suppliers under Service Classification No.19;

i. purchase gas cost revenues recovered under the Reserve Capacity Cost Charge included in the rates and charges of Service Classification Nos. 13 and 18; and

j. the Stranded Capacity revenues recovered through the rates and charges of the Service Classification numbers identified in General Information Section 42.A and 42.B.

GENERAL INFORMATION (Cont'd)

II.19.F. - Cont'd

(2) The costs assignable to gas sold under Service Classification Nos. 11, 12 and 14 will be determined as follows:

a. Service Classification No. 11 - Deficiency Imbalance Sales Service

The cost of gas shall be the weighted average commodity cost of gas delivered to the Company through upstream pipelines as calculated in the Company's Monthly Gas Supply Charge.

b. Service Classification No. 12 - Standby Sales Service

i. Demand Costs

For standby contracts with a term of one year or more ("long term standby contracts"), the demand cost of gas shall be based upon the rolling 12 month volume weighted purchased gas demand charges allocable to long term standby contracts which are listed as the demand charges and storage charges billed to the Company by upstream pipelines and producers which is sufficient to recover the cost of all purchased gas demand charges allocable to long term standby contracts.

For standby contracts with a term of less than one year ("short term standby contracts"), no demand charges will be directly allocated. In lieu of a direct allocation of demand charges, all revenues from short term standby demand charges will be included in the calculation of transportation sales and transportation service credits defined in General Information Section 19.I.

ii. Commodity Costs

The cost of gas shall be the weighted average commodity cost of gas delivered to the Company through upstream pipelines as calculated in the Company's Monthly Gas Supply Charge.

c. Service Classification No. 14 - Sales Service For Transportation Customers

i. Demand Costs

(a) Interruptible Sales

No demand charges will be assigned to interruptible sales.

GENERAL INFORMATION (Cont'd)

II.19.F. - Cont'd

(b) Firm Sales

For firm sales contracts with a term of one year or more ("long term firm sales contracts"), the demand cost of gas shall be based upon the 12-month volume weighted average purchased gas demand charges allocable to long term firm sales contracts which are listed as the demand charges and storage charges billed to the Company by upstream pipelines and producers which is sufficient to recover the cost of all purchased gas demand charges allocable to long term firm sales contracts.

For firm sales contracts with a term of less than one year ("short term firm sales contracts"), no demand charges will be directly allocated. In lieu of a direct allocation of demand charges, all revenues net of gas costs from short term firm sales contracts will be included in the calculation of transportation sales and transportation service credits defined in General Information Section 19.I.

ii. Commodity Costs

(a) Non-Streamed Sales

The cost of gas shall be the weighted average commodity cost of gas delivered to the Company through upstream pipelines as calculated in the Company's Monthly Gas Supply Charge.

(b) Streamed Sales

The cost of gas shall be the particular gas supply allocated to the customer as identified in the Customer’s SC 14 contract.

iii. The amount derived in Paragraph (1) of this subdivision shall be divided by the quantities of gas sold during the determination period for the utility’s own Customers, exclusive of gas sold under SC 4, SC 11, SC 12, and SC 14. The factor of adjustment for the forthcoming year shall be applied to this amount.

iv. Determination period.

The determination period to be used in the computation of the surcharge or refund under this section shall be the 12 months ended August 31 of each year. The surcharge or refund computation shall be filed with the Commission on or before October 15th of the calendar year in which it is to become effective.

GENERAL INFORMATION (Cont'd)

II.19.F. – Cont'd

v. Effective date of the surcharge or refund. The surcharge or refund shall be effective with the first January billing of each year.

vi. Interim Annual Surcharge or Refund.

The Company will be permitted to file Interim Reconciliation at its discretion when abnormal imbalances are projected to be incurred.

G. Capacity Release Credits

(1) "Capacity Release Credits" are revenues credited to the Company by its pipeline suppliers for the assignment of firm or recallable capacity offered at the sole discretion of the Company and within the requirements of the specific pipeline(s)' policies and procedures.

(2) For each year beginning October 1, the first $750,000 of capacity release credits and net off-system sales under General Information Section 19.H. shall be applied to gas expansion initiatives pursuant to Case 13-G-0136. Eighty-five percent of any capacity release credits obtained and all net revenue received from off-system sales above $750,000 under General Information Section 19.H. plus 85% of non-gas revenues from all sales under SC 11 – Deficiency Imbalance Sales shall be accumulated and credited to the Company's Customers during each subsequent five-month period beginning in November and ending in March through the monthly gas supply charge. The remaining 15% of any such credits and/or net revenues plus 15% of non-gas revenues from sales under SC 11 shall be retained by the Company.

(3) One hundred percent of Capacity Release Credits obtained for release of upstream capacity to converting sales Customers or their Suppliers required to take such capacity shall be credited to the monthly gas supply charge.

(4) All refunds and surcharges applied to Customer bills for the difference in actual capacity release costs for converting sales Customers required to take such capacity and the weighted average cost of upstream pipeline transmission capacity shall be credited to the monthly gas supply charge.

H. Off-System Sales

(1) For each year beginning October 1, the first $750,000 of the gross profit from off-system sales and all capacity release credits obtained under General Information Section 19.G. shall be applied to gas expansion initiatives pursuant to Case 13-G-0136. Eighty-five percent of the gross profit from off-system sales and all capacity release credits above $750,000 plus 85% of non-gas revenues from all sales under SC 11 – Deficiency Imbalance Sales shall be accumulated and credited to

GENERAL INFORMATION (Cont'd)

II.19.H. - Cont'd

the Company's Customers during each subsequent five-month period beginning in November and ending in March through the monthly gas supply charge. The remaining 15% of any such credits and/or net revenues plus 15% of non-gas revenues from sales under SC 11 shall be retained by the Company. The gross profit will be difference between the effective weighted average commodity cost of gas, plus variable transportation costs to deliver the gas to the off-system Customer, and the sale price. The monthly average commodity cost of gas shall be defined as the monthly average commodity cost of gas purchases for all supplies scheduled at the beginning of the month; provided, however that, if an additional unscheduled purchase is made during the month specifically for an off-system sale, such purchase shall be considered to be the gas used to make the off-system sale and the commodity cost of such purchase will be assigned to off-system sales up to the volume of the purchase. The prices charged for off-system sales will not reflect the price attributable to gas withdrawn from storage. Any difference between the amount of gross profit to be credited and the amount actually credited will be applied as an adjustment after the difference is known.

I. Credit for Transportation Sales and Transportation Service Benefits

The monthly gas supply charge as computed shall be adjusted to reflect the benefits available to Customers subject to the monthly gas supply charge from transportation sales (SC 12, SC 14), transportation service (SC 13, SC 16, and SC 18) as follows:

(1) The Determination Period to be used in the computation shall be the twelve month period beginning on the first day of April and ending on the thirty-first day of the following March.

(2) The Refund/Surcharge Period shall refer to the twelve month period beginning three months following a given Determination Period (July 1st through June 30th).

(3) The credits or surcharges for the 6 month period from October 1, 2016 through March 31, 2017 associated with the sharing approved in Case 13-G-0136 shall be calculated on a prorated basis.

(4) At the conclusion of each determination period, net transportation sales and transportation service benefits will be computed by adding (i) transportation sales (SC 12 and SC 14) gas revenues derived during the Determination Period net of gas costs and revenue tax revenues; (ii) revenues derived during the Determination Period from base rates under SC 13, SC 16, and SC 18 during the Determination Period net of gas costs, reserve capacity costs, R&D surcharge and revenue tax less $27,039,373, The amount will be further reduced by revenues associated with sales volume shortfalls caused by migration of customers from SC 3 to SC 13, SC 16 and SC 18 (Transportation Service). Such sales volume shortfalls shall be determined for each SC 13, SC 16, and SC 18 transportation customer as the lesser of (a) the volume by which the sales forecast for that customer, as adopted by the Commission in Case 16-G-0257 exceeds actual sales to that customer during the Determination Period, and (b) the volume by which the volumes transported for that customer during the Determination Period exceed the transportation forecast for that customer, as adopted by the Commission in Case16-G-0257. A negative difference derived in (a) or (b) shall be presumed equal to zero.

GENERAL INFORMATION (Cont'd)

II.19.I. - Cont'd

Transportation benefits will be further adjusted to reflect the revenue increase associated with sales volume growth caused by migration of transportation customers to sales service. If an individual forecast for the Customer was not included in the volumetric forecast used to design rates and stated and approved by the Commission in its order in Case 16-G-0257, actual sales to or transportation for the customer for calendar year 2014 will be applied. Incremental Transportation revenue associated with Customers participating in the Company's "Partnerships for Distributed Generation ("DG"), Natural Gas Vehicle ("NGV") Pilot Programs" and Partnership to Revitalize the Industrial Manufacturing Economy of WNY ("PRIME-WNY") shall be excluded from the calculation of transportation revenues until, the sooner of, such time as the capital cost buy down associated with a Customer participating in the program has been recovered from the Customer's incremental transportation revenue or the term of the agreement with the Customer.

(5) Ninety percent of the benefits so determined shall be credited (or surcharged if negative) to Customers subject to the monthly gas supply charge and transportation Customers designated in General Information Section 38.B.(1) exclusive of negotiated contracts. The rate of credit (or surcharge) shall be determined by dividing determination period benefits by sales subject to the monthly gas supply charge that are estimated to occur during the refund/surcharge period. Because such estimated sales may prove to be greater or less than actual sales during the refund/surcharge period, a positive or negative balance may exist at the end of such period. Such balance shall be applied to the next following Annual Surcharge or Refund computation pursuant to General Information Section 19.F.

GENERAL INFORMATION (Cont'd)

II.20. RESTRICTIONS ON USE

A. New Customers

New customers who apply for service and who comply with the other terms and conditions herein may receive service as follows:

(1) Residential

a. All permitted uses, subject to the dual-fuel requirement where applicable as set forth in General Information Section 20.A.(1).b. immediately following.

b. Dual-Fuel - Applicants for space heating in multi-family structures that are not individually metered may receive service in excess of 100,000 Mcf per year for such purpose only to the extent they have dual-fuel capacity where feasible. If feasible alternate fuels are not available, service may be rendered without dual-fuel capacity upon receiving approval from the Public Service Commission.

(2) Commercial, Industrial and Public Authority

All permitted uses, subject to dual-fuel requirements as set forth in the applicable service classification.

B. Existing Customers

Existing customers who comply with the other terms and conditions herein may receive additional service as follows:

(1) Residential

a. All permitted uses, subject to the dual-fuel requirement where applicable as set forth in General Information Section 20.B.(1).b. immediately following.

b. Dual-Fuel - Applicants for additional service in excess of previously approved base volumes for space heating purposes in multi-family structures that are not individually metered may receive such additional service in excess of 100,000 Mcf per year for such purpose only to the extent they have dual-fuel capacity where feasible. If feasible alternate fuels are not available, service may be rendered without dual-fuel capacity upon receiving approval from the Public Service Commission.

(2) Commercial, Industrial & Public Authority

All permitted uses, subject to dual-fuel requirements as set forth in the applicable service classification.

GENERAL INFORMATION (Cont'd)

II.20.B. – Cont'd

(3) Successor in Premises

A successor in a premises which has been previously served with gas shall be considered an existing customer if:

a. Commercial and industrial service is requested for a commercial or industrial unit having existing operable gas equipment which was utilized by a previous occupant where gas usage does not exceed the amount used by the previous occupant, and no new or additional equipment is installed, or

b. Fire Damage
Gas service has been discontinued to the premises because the structure previously receiving active gas service has been damaged by fire, the customer requesting resumption of service is the customer of record, the replacement gas equipment is of no larger capacity than the damaged equipment and the consumption of the renovated or new structure does not exceed the consumption of the previous structure.

C. Additional Terms and Conditions

(1) Applicants for new or additional gas service may be required by the Company, as a condition of such service, to satisfy a payback requirement (as determined by the Company) for related capital expenditures and plant investment incurred by the Company. Additionally, the Company may require such applicants, as a condition of new or additional service, to sign a written agreement requiring continuity of service, minimum gas consumption and such other terms and conditions as the Company may determine are necessary for the protection of the Company and its ratepayers.

(2) The Company shall notify applicants for new or additional service that are required to install dual-fuel facilities hereunder of their first curtailment status. The Company shall also notify such applicants that they may be required to leave the line in order for the Company to serve existing higher priority customers. An applicant shall be required to sign a statement or agreement acknowledging the service limitations set forth in this Paragraph.

(3) The following special terms and conditions apply to applicants for gas service for emergency electric generation (hereafter "EEG").

a. The customer shall only install sufficient EEG capacity to provide the minimum needs for safety and health.

b. The customer shall pay all costs associated with the installation including, if necessary, all costs for system reinforcement, mains, and service laterals.

GENERAL INFORMATION (Cont'd)

II.20.C. – Cont'd

c. In the event that the Commission places restrictions on the Company's sale of gas to its customers, the Company will penalize EEG customers for excessive usage. Excessive usage will occur when the customer exceeds his or her existing annual limitation for other uses plus an annual EEG allotment allowing one-half hour testing each week and estimated use during verifiable power outages.

Usage over this new annual limitation will be billed, where appropriate, at the maximum tariff penalty for unauthorized use.

D. Right to Restrict Use

In addition to the foregoing, the Company reserves the right to further restrict the use of gas:

(1) By industrial and/or commercial customers insofar as necessary to permit the supplying of reasonable demands for domestic consumption, or

(2) For electric generation facilities, restrict access to imbalance gas as described in the New York Independent System Operator, Inc. ("NYISO") Market Administration and Control Area Services Tariff Section 23.3.1.4.6.2.1.1, i.e. restrict consumption of gas in excess of the amount delivered to the Company for the electric generation facility as determined on an hourly basis, insofar as necessary to permit the supplying of reasonable demands for domestic consumption, or

(3) To comply with the requirements of the Company's wholesale suppliers or the orders of the Public Service Commission. Industrial and/or commercial consumption is defined as the use of gas in factories, mercantile or business establishments, and schools as shall be determined by the Company upon survey, except public service corporations who intend to resell such gas.

E. Operational Flow Orders

During any period in which the Company determines, in its sole discretion, that its ability to accommodate imbalances is restricted or impaired, or in order to maintain system operational integrity, an Operational Flow Order ("OFO") shall be issued on a minimum 24 hours notice.

(1) City Gate deliveries shall be restricted during OFO periods as follows:

a. Overdelivery OFO

Overdelivery OFOs will be issued to restrict overdeliveries at the City Gate. During such a period, nominations that exceed the applicable DDQ or ADDQ by 2% shall be rejected.

GENERAL INFORMATION (Cont'd)

II.20.E. – Cont'd

b. Underdelivery OFO

Underdelivery OFOs will be issued to assure that adequate supplies are delivered to the City Gate. During such a period, the customer or customer's Supplier shall be charged the Daily Index price for the cash out of imbalances set forth in General Information Section 29 plus $25.00 per Mcf exceeding two (2) percent of the applicable DDQ or ADDQ, or the customer's usage in cases where it determines its own DDQ. If the Company has simultaneously issued a Notice of Unauthorized Period, as set forth in SC 11, during which the applicable SC 11 deficiency imbalance rate exceeds the applicable OFO rate, the SC 11 rate shall apply herein. Electric generation transportation customers shall be charged $25 per Mcf additional to the otherwise applicable OFO rate. In addition to the foregoing, failure to meet DDQ and ADDQ requirements during an OFO may result in discontinuation of service.

(2) The Company may also issue OFOs which apply to transportation Customers receiving daily metered service under SC 13 as follows:

a. Modifications of Daily Surplus or Deficiency Tiers

The Company may lower the percentage levels of the Daily Deficiency or Surplus tiers for SC 13 service during an OFO. The Company may change the first imbalance tiers for Daily Surplus or Deficiency Imbalances as circumstances warrant. The first imbalance tier for Daily Surplus or Deficiency Imbalances may be reduced to a range of 0-2% and the second tier will be correspondingly modified to a range of 2-15%.

b. Modifications of Daily Deficiency Rate during an OFO

When the Company declares a deficiency OFO for Deficiency Imbalances outside the first tier, the applicable charge shall be the higher of the rate under SC 11 or the rate produced by the index calculation at the applicable tier level. Electric generation transportation customers shall be charged $25 per Mcf additional to the otherwise applicable OFO rate.

c. Suspension of "No Harm, No-Foul" Rule

During an OFO, the "no harm, no-foul" rule shall not apply to Deficiency Imbalances from 0-2%.

(3) The Company may issue any other OFOs reasonably required to maintain system operational integrity and to assure continued service to its firm service Customers.

GENERAL INFORMATION (Cont'd)

II.20.F. – Cont'd

F. Curtailment of Service

(1) Company's Right to Curtail or Limit Service

In the event the Company reasonably foresees an inability to meet the firm daily requirements of its Customers, the Company shall have the right to curtail or limit any Customer's use of gas. The Company shall not incur any liability for any cost, expense, loss or injury which may be sustained by reason of such curtailment or limitation, except as described below.

The Company will provide at least four (4) hours notice of curtailment by telephone, broadcast media, written facsimile or otherwise according to need. If a Customer has been directed to curtail consumption, by telephone or otherwise, and refuses to comply with the directed reductions, the Company may in its discretion charge the higher of an additional $25.00 per Mcf or 125% of the highest per Mcf cost of gas purchased in Company's gas supply portfolio during the calendar month for such unauthorized usage.

Upon the request of the Company, each Supplier serving transportation Customers on the Company's system shall provide to the Company a plan for curtailment of its Customers.

(2) Curtailment Guidelines

The following guidelines will inform the Company in its application of the curtailment requirements:

- The Company shall implement a curtailment only as a last resort. Mutual aid, contractual and other non-curtailment supply management tools, Operational Flow Orders, interruption of contractually-interruptible load, and supply acquisition shall be utilized before a curtailment is declared.

- Curtailments shall be limited in scope and duration as necessary to alleviate an emergency.

- Economic considerations shall not be the basis for a curtailment.

- When a curtailment is declared and when the situation returns to normal, the Company shall notify the Director of the Office of Electric, Gas and Water of the New York State Department of Public Service.

- The Company shall provide periodic updates to Suppliers and curtailed customers so that they can plan accordingly.

- If, during a curtailment period, the Company is aware of Suppliers or Direct Customers that are not responding to the required actions, it shall make all reasonable efforts to inform the non-responding Suppliers and Direct Customers that

GENERAL INFORMATION (Cont'd)

II.20.F. – Cont'd

required actions are not being taken. Lack of such notice shall not relieve any Supplier or Direct Customer of its obligations.

(3) Priority of Service

The gas supplies available to the Company will be allocated among its sales customers in accordance with the priorities of use listed below. Customers in higher priority will not be curtailed until all customers falling into the lower classifications have been completely curtailed; where only partial curtailment of any one classification is required, implementation will be pro-rata. Curtailments shall be localized to the extent possible, therefore, the Company reserves the right to limit curtailment to specific portions of its service territory, geographically or otherwise defined, if such action will allow the Company to meet firm daily requirements without resorting to system-wide curtailment.

The Company shall take such actions as are necessary and appropriate to attempt to satisfy its customers requirements and avoid curtailment hereunder, including limiting or restricting interruptible services as provided in the tariff or under contract and as circumstances permit, initially seek voluntary curtailments to alleviate an emergency situation. The Company shall not proceed with curtailment hereunder without first interrupting service for all contractually interruptible requirements within the terms of such interruptible service contracts.

Following are the priority categories listed in descending order:

a. Residential and firm critical service customer needs.

b. Firm residential and critical service customer requirements with alternate energy capability.

c. Firm small commercial customer requirements, excluding critical service requirements in Categories 1 and 2, and firm large commercial and industrial customer requirements for plant protection.

d. Firm small industrial customer requirements.

e. Firm large commercial and industrial usage requirements, excluding firm critical service customer requirements in Categories 1 and 2.

f. Firm small commercial and industrial usage requirements with alternate energy capability.

g. Firm large commercial and industrial usage requirements with alternate energy capability other than customer requirements for electric power generation and boiler fuel use.

GENERAL INFORMATION (Cont'd)

II.20.F. – Cont'd

h. Firm large commercial and industrial usage requirements for electric power generation or boiler fuel use with alternate energy capability.

Within all categories, curtailment of residential customers would begin only after full curtailment of all commercial and industrial customers in the same category.

Curtailment of all other categories will be on the basis of size, with the largest customers being curtailed first. Failure of the Company to adhere to one or more of the above criteria is not a basis for Suppliers or Direct Customers not to comply with requirements of the curtailment but may provide the basis for a complaint to the Commission regarding the Company's behavior.

(4) For the purposes of this General Information Section 20.F., the following definitions shall apply:

Alternate Energy Capability - the ability, on four hours notice, to convert to an alternate fuel or other form of energy, including electric, propane and heating oil, to meet the facility's energy needs served by the Company.

Commercial use - gas usage by customers engaged primarily in the sale of goods or services including, but not limited to, consumption by retail stores, office buildings, institutions, schools and government agencies. Commercial use shall not include use of gas for manufacturing or electric power generation.

Critical service customers - any buildings heated solely by natural gas where persons reside, including apartment houses, prisons, dormitories, nursing homes, hospitals, hotels and motels.

Firm service - transportation or commodity service pursuant to schedules or contracts under which the Company is expressly obligated to deliver specific volumes within a given time period or which anticipates no interruptions except during periods of curtailment hereunder.

Industrial usage - all usage of gas, including utilization for space heating, for the manufacture or processing of goods and materials. Also includes customers who utilize gas for electric power generation.

Interruptible service - service pursuant to schedules or contracts under which the Company expressly or impliedly reserves the option to interrupt, limit or suspend deliveries without declaring a curtailment hereunder.

Large customers - a customer whose annual consumption is 12,000 Mcf or more.

Plant protection use - minimum volumes of natural gas required to prevent physical harm to the plant facilities or danger to plant personnel when such protection cannot be maintained through the use of an alternate fuel. Plant protection requirements include volumes necessary for the protection of such material in process as would otherwise be destroyed, but does not include

II.20.F. – Cont'd

deliveries required to maintain production.

Residential use - gas usage in a residential dwelling or unit for space heating, air conditioning, cooking, water heating, or other domestic purposes.

Small customers - a customer whose annual consumption is less than 12,000 Mcf.

(5) Compensation for Redirected Supplies

When necessary to meet high-priority customer demand, Company will acquire gas intended for lower priority customers at the city gate. Suppliers/Direct Customers whose gas is diverted by the Company will be required to maintain deliveries of gas throughout the curtailment period up to the maximum delivery obligation as directed by the Company, unless qualified upstream force majeure interruptions or curtailments prevent Suppliers/Direct Customers from securing or delivering such supplies. In the event of a redirection of supplies to serve core system or transportation service customers, except in the case of a Customer switching to it's alternate fuel, the Supplier/Direct Customer whose gas was taken in such instances shall be compensated in the same manner set forth below.

During a curtailment hereunder, the Company may in its sole discretion divert, or acquire, non-core supplies in order to meet core sales or transportation service obligations. If gas is diverted from a customer who must switch to an alternate fuel, the replacement cost of fuel shall be the higher of the market value of the equivalent quantity of such alternate fuel on the day(s) of such diversion or the default replacement cost of fuel set forth below.

Otherwise, the Supplier/Direct Customer will be the party compensated for the diverted gas. To the extent individual Supplier customers are affected by directing the payment to the Supplier, they should enter into contractual arrangements with the Supplier that clearly spell out the resolution of compensation issues between the customer and the Supplier related to occasions when gas supplies are diverted.

If gas is diverted from a customer who does not utilize an alternate fuel, the default replacement cost of fuel shall be the market value of the diverted gas on the day(s) of such diversion. The market value of gas shall be determined as set forth in General Information Section 29. If the Supplier/Direct Customer can demonstrate to the Company's satisfaction that a contract calls for a higher price, the Company will reimburse the Supplier/Direct Customer at the contract price.

The cost of supplies purchased by the Company for the purposes hereunder shall be recovered as a gas cost under General Information Section 19.

GENERAL INFORMATION (Cont'd)

II.20.F. – Cont'd

(6) Insulation

a. Definitions for Purposes of this Section.

i. "Dwelling". A building designed or used as the living unit for one or more families. For the purposes of this standard, mobile homes shall not be considered dwellings.

ii. "Historical Building". Any building or structure designated historically significant by the State or local governing body, or listed (or determined by the Secretary of the Interior to be eligible to be listed) in "The National Register of Historic Places."

b. New Dwellings

i. Applicability and Compliance

(a) All new dwellings for which an application for a building permit was made and plans were filed on or after January 1, 1979, and all new dwellings for which construction was begun on or after January 1, 1979, will not be eligible for gas service unless these dwellings comply with the New York State Energy Conservation Construction Code. Compliance with this Code will be satisfied under any of the following circumstances: (i) A building permit is obtained for the dwelling from a building code authority or similar authority empowered by local law to issue building permit; or (ii) An affirmation is given by the contractor or builder on a certificate of compliance (See General Information Section 20.F.(6).b.iii. below) that the construction of the dwelling will comply with the Energy Conservation Construction Code within 30 days after occupancy; or (iii) A modification or variance from the requirements of the Energy Conservation Construction Code is issued by the State Board of Review as constituted pursuant to the Executive Law.

(b) For any dwelling constructed after April 1, 1977, but before January 1, 1979, gas service will not be provided without compliance with the Minimum Insulation Standards set forth by the Public Service Commission in Opinion 77-10 (Case 26286, November 2, 1977) as amended.

ii. Waivers

For any dwelling subject to the requirements of General Information Section 20.F.(6).b.i.(b) above a waiver from these requirements may be granted by:

(a) The Company when the overall heat loss for the building envelope does not exceed the total heat loss which would result from conformance to

GENERAL INFORMATION (Cont'd)

II.20.F. – Cont'd

the individual requirements. The heat loss calculations shall be certified by a licensed architect or engineer.

(b) The Company, if the applicant for service can establish through two estimates, one of which may be a utility audit, that the purchase price and installation charge (excluding financing charges) will be greater than seven times the anticipated annual savings to be obtained, (based on the present cost of the fuel currently used in the dwelling).

(c) The Public Service Commission for just cause, in unusual circumstances, if the applicant for gas service has been denied a waiver pursuant to subsections (a) or (b) above.

iii. Certificate of Compliance

The following Certificate of Compliance, which shall be signed by the builder or contractor and provided to the owner, shall be used in all areas of the Company's service territory where no local authority exists to assure compliance with the insulation requirements of the Energy Conservation Construction Code.

Certificate of Compliance
New Residential Construction

The undersigned certifies that the

_____1 or 2 Family residence _____Multi-family residence

at_____
(Location)

is or will be, not later than 30 days after time of occupancy, in compliance with one of the following statute provisions (check one):

_____ Part 1:E101.6
_____ Part 3 New York State Energy Conservation
_____ Part 4 Construction Code
_____ Part 5
_____ Appendix A, Opinion 77-10, Minimum Insulation Standards, New York State Public Service Commission (applies only to buildings on which construction began between April 1, 1977 and January 1, 1979).

It is understood gas service will, depending on the applicable circumstances, not be connected, be subject to a 25 percent surcharge on the utility bill until all violations are eliminated, or be disconnected, if, upon inspection the structure is found not to be in compliance with the conditions set forth above.

The undersigned certified that a properly executed copy of this Certificate will be delivered to the owner prior to closing and further attests that all statements and representations contained in this Certificate are

Issued by C. M. Carlotti, President, 6363 Main Street, Williamsville, NY 14221
(Name of Officer, Title, Address)

GENERAL INFORMATION (Cont'd)

II.20.F. – Cont'd

true and accurate.

_____ _____
Date Signature of Builder or Contractor

iv. Compliance Procedures

(a) In areas where there is no local building code authority, upon a complaint by a dwelling owner or tenants concerning noncompliance with the provisions of General Information Section 20.F.(6).b.i. above, the Company will perform an on-site inspection to determine conformance with the standards concerning roofs, walls, foundation walls, floors, windows, and doors. The result of this inspection will be provided in writing to the owner (and tenant when applicable) of the building.

(b) Whenever the Company finds, as a result of such inspection or notification by the local building code authority, more than one outstanding complaint against any particular contractor wherein a dwelling constructed by such contractor or builder was found to be in noncompliance with the applicable standards, the Company shall refuse to provide gas service to any construction site of that contractor or builder until all existing violations are corrected. The Company shall undertake random inspections of the future construction work of a past non-complying contractor or builder until such time as the Company is satisfied that the applicable standards are being met.

v. Penalties for Noncompliance

(a) In the event the Company finds that any dwelling fails to comply with General Information Sections 20.F.(6).b.i.(a) or (b), the Company shall impose a 25 percent surcharge on any bill for gas service to the customer until such violations are corrected. The effective date of the surcharge rate shall be:

(i) Immediately after notice, in the event the owner is directly responsible for the noncompliance.
(ii) Ninety days after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the building into compliance within 90 days.

(b) In the event the owner is not billed for the provision of utility service, no surcharges will be applied to the bills of the non-owner occupants of the dwelling. Instead, after notification to the owner that the building is not in compliance, a surcharge will be billed to the owner. The surcharge will

GENERAL INFORMATION (Cont'd)

II.20.F. – Cont'd

be 25 percent of the gas bills for the dwelling that is not in compliance. In the event that circumstances prevent collecting the surcharge amount from the owner of the non-complying building, the Company may refuse future connections for service to new tenants in the dwelling until it is brought into compliance. Furthermore, if the owner is an occupant of the dwelling, but is not billed for any gas service, the surcharge will be imposed on the bill for service to the unit occupied by the owner.

c. Existing Dwellings (Conversions)

i. Applicability and Conditions

An existing dwelling will not be supplied gas service for the purpose of converting to gas space heat unless:

(a) The roof/ceiling has at least six inches of insulation or insulation with an R value of 19 or greater,

(b) The dwelling has storm windows, or thermal windows with multiple glazing, and

(c) The entrances have storm doors or thermal doors.

ii. Waivers

(a) The utility may waive the requirements in General Information Section 20.F.(6).c.i. above where:

(i) The applicant for service can establish through two estimates, one of may be a utility audit, that the purchase price and installation charge (excluding interest charges) will be greater than seven times the anticipated annual savings to be obtained (based on the present cost of the fuel currently used in the building).

(ii) The dwelling is an historical building, or

(iii) Other measures have been taken so that the overall heat loss for the building envelope does not exceed the total heat loss which would result from conformance with the minimum requirements of General Information Section 20.F.(6).c.i. Such a heat loss calculation must be certified by a licensed architect or engineer.

GENERAL INFORMATION (Cont'd)

II.20.F. – Cont'd

(b) In the case of a dwelling having a flat roof, or having four or more stories and converting to gas service in a temperature controlled service classification, compliance with the roof insulation standard will not be required if four or more inches of insulation are already in place or if insulation can be installed only by means of cutting an opening in the roof.

(c) In the case of a dwelling having six or more stories, storm windows will not be required as long as the Company certifies that the dwelling's windows are caulked and weatherstripped. This certification shall be made in writing to the Public Service Commission. A storm window will not be required on any window opening onto a fire escape.

(d) Copies of waivers granted or denied by the Company shall be made available to the Public Service Commission. Applicants denied waivers shall be informed of their right to appeal that denial to the Public Service Commission.

(e) The Public Service Commission may grant a waiver of the requirements of General Information Section 20.F.(6).c.i. for just cause after an applicant for gas service has been denied a waiver by the Company.

iii. Certificate of Compliance

(a) A dwelling's compliance with General Information Section 20.F.(6).c.i. shall be certified either by (i) the owner, (ii) a contractor of the owner's choice who has inspected the building, or (iii) a utility representative who has inspected the building at the owner's request. The following Certificate of Compliance, which shall be provided to the applicant at the time of application for service, shall be used to assure compliance.

GENERAL INFORMATION (Cont'd)

II.20.F. – Cont'd

Certificate of Compliance
Dwelling Converting to Gas Space Heat

One of the following certificates shall be completed and signed:

1. I _____ am aware that the Minimum Insulation Standards
(Owner)
for Dwellings Converting to Gas Space Heat require my house to have storm doors, storm windows and at least R-19 (usually six inches) roof insulation. I certify that my building at _____
(Location)
meets those requirements, or that I have obtained a waiver; and I understand that should my building be found not in compliance, a 25 percent surcharge on my utility bill may be imposed or gas service may be discontinued.

The undersigned attests that all statements and representations contained in this certificate are true and accurate.

_____
Signature of Owner

_____
Address

2. I have inspected the building at_____ owned by
(Location
_____ and certify that it meets the requirements of the
(Owner)
Minimum Insulation

Standards requirements of the Minimum Insulation Standards for Dwellings Converting to Gas Space Heat.

The undersigned certifies that a properly executed copy of this certificate will be delivered to the owner and further attests that all statements and representations contained in this certificate are true and accurate.

_____ _____
Date Signature of Contractor or
Utility Representative

Issued by C. M. Carlotti, President, 6363 Main Street, Williamsville, NY 14221
(Name of Officer, Title, Address)

GENERAL INFORMATION (Cont'd)

II.20.F. – Cont'd

iv. Penalties for Noncompliance

(a) The Company shall impose a 25 percent surcharge on any bill for gas service to any dwelling which has been converted to gas heat and which does not comply with the standards set forth in General Information Section 20.F.(6).c.i. The effective date of the surcharge rate shall be:

(i) Immediately after notice, in the event the owner is directly responsible for the noncompliance.

(ii) Ninety days after notice, in the event the owner has not contributed to the deficiencies. No surcharge shall be applied if the owner brings the building into compliance within 90 days.

(b) In the event the owner is not billed for the provision of utility service, no surcharges will be applied to the bills of the non-owner occupants of the dwelling. Instead, after notification to the owner that the building is not in compliance, surcharge will be billed to the owner. The surcharge will be 25 percent of the gas bills for the dwelling that is not in compliance.

In the event that circumstances prevent collecting the surcharge amount from the owner of the non-complying building, the Company may refuse future connections for service to new tenants in the dwelling until it is brought into compliance. Furthermore, if the owner is an occupant of the dwelling, but is not billed for any gas service, the surcharge will be imposed on the bill for service to the unit occupied by the owner.

(7) Transfer of Gas Service

In the event that a customer is authorized (by the Company or by the Public Service Commission, whichever is required in each instance) to transfer an existing gas allotment to a different location, the customer must pay for all costs associated with the installation of a new service lateral or main extension if these facilities do not exist at the new location. This tariff provision is to be effective only when the Company has effective tariff leaves which prohibit the utility from attaching any new or increased gas service.

GENERAL INFORMATION (Cont'd)

II.21. DEFERRED PAYMENT AGREEMENT

NON-RESIDENTIAL CUSTOMER PAYMENT AGREEMENT

ACCOUNT NAME:_____ DATE:_____

SERVICE ADDRESS:_____ ACCOUNT NUMBER:_____

MAILING ADDRESS:_____ PHONE NUMBER:_____

(CUSTOMER'S NAME)_____(hereinafter referred to as "Customer") acknowledges that because of the outstanding past due amounts, Customer's gas services may be terminated. In lieu of termination National Fuel has agreed to accept payments totaling $_____ from the Customer according to the following terms and conditions. The total amount of $_____ does/does not include current charges not yet in arrears.

1. Customer agrees that on or before (date)_____ a down payment of $_____ shall be made to National Fuel, at _____.
2. Customer agrees to make monthly payment in the amount of $_____ until the Agreement amount is paid in full. Monthly payments must be received by National Fuel no later than the late payment date shown on each monthly bill.
3. Customer agrees that payment of all current bills will be paid before the late payment date indicated on the bill.
4. This Agreement will be subject to late payment charges at a monthly rate of ____% and/or an annual rate of _____%. Late payment charges will be calculated on the account balance after the late payment date shown on each monthly bill. The total late payment charges for the duration of this agreement are calculated to be $_____. This amount is based upon timely payments. Should payments be made either early or late the total late payment charge amount will fluctuate accordingly.
5. If the Customer fails to comply with this Agreement, National Fuel will reinstate all collection activities and may issue and immediate termination notice.

Customer acknowledges that he/she or its authorized representative has read the above and agrees to the terms and conditions set forth in this Agreement.

SIGNED:_____ DATE:_____

NAME:_____ TITLE:_____
(PLEASE PRINT)
NATIONAL FUEL REPRESENTATIVE:_____

DATE RECEIVED BY NATIONAL FUEL:_____ CIS ENTRY DATE:_____

GENERAL INFORMATION (Cont'd)

II.21. - Cont'd

This Agreement shall not be deemed in effect until National Fuel has received the original Agreement, properly signed and dated by the owner, authorized partner, corporate officer or agent authorized to make this Agreement binding between the Customer and National Fuel.

You may obtain assistance of the Public Service Commission to assure that this Agreement conforms with the Commission's Regulations governing non-residential accounts at www.dps.ny.gov/complaints or by calling the Commission at either (716) 847-3400 or its toll free number 1-800-342-3377 between 8:30 a.m. and 4:45 p.m. Monday through Friday.

GENERAL INFORMATION (Cont'd)

II.22. NON-RESIDENTIAL SERVICE APPLICATION

NATIONAL FUEL GAS
DISTRIBUTION CORPORATION
Application for Non-Residential Service

The necessary requirements for National Fuel to provide you with gas service are listed below. Should you not have available the necessary requirements for Non-Residential Service, service will be deferred until you furnish National Fuel with the required information and documentation.

Requirements for Non-Residential Service

1. a completed Application for Non-Residential Service.

2. a security deposit.

3. proof that the individual completing and signing the application is authorized to do so and personal identification.

4. information regarding other gas accounts in the applicant's name (Corporate and Non-Corporate).

5. to be exempt from applicable sales tax, a Sales Tax Exemption certificate or Sales Tax Reduction Form (if there is some residential usage) must be provided.

For Corporations:

1. corporate papers- a certificate of incorporation, the filing date of the certificate, and the county of filing.

2. a complete list of corporate officers, their titles and home addresses.

3. for non-New York corporations, a certificate of authority to do business in New York.

4. proof of authority of the individual to bind the corporation. For anyone not an officer or director of the corporation, the individual must provide a power of attorney or a letter of authorization signed by an officer and carrying the corporate seal. The individual signing the Application must show suitable identification.

For Non-Corporations:

1. a copy of the DBA certificate authorizing the applicant to do business under a particular name.

2. proof of the authority of the individual to bind the business. A proprietor in a proprietorship and a partner in a partnership must show personal identification. All others must provide a power of attorney or a letter of authorization to bind the proprietorship or partnership, together with personal identification.

GENERAL INFORMATION (Cont'd)

II.22. – Cont'd

A. NOTICES AND INFORMATION

PLEASE TAKE NOTICE THAT THE COMPANY HAS DIFFERENT SERVICE CLASSIFICATIONS AND RATES. THE COMPANY WILL USE THE INFORMATION IN THIS APPLICATION FOR CLASSIFYING THE SERVICE PROVIDED. PLEASE CONSULT WITH A COMPANY REPRESENTATIVE OR REVIEW THE COMPANY'S TARIFF FOR MORE INFORMATION. IF YOUR CHARACTER OF SERVICE CHANGES IN THE FUTURE, PLEASE CONTACT THE COMPANY. IF YOU PROVIDE INACCURATE OR INCOMPLETE INFORMATION, YOU MAY BE SUBJECT TO BACKBILLING, OR YOU MAY BE PRECLUDED FROM COLLECTING A REFUND FOR OVERCHARGES.

The undersigned ("Applicant" or "Customer") hereby applies for natural gas service from National Fuel Gas Distribution Corporation (the "Company") to the premises described in this application. Applicant agrees: (1) to pay for such service at the rates and charges applicable from time to time under the Company's filed and approved tariff; (2) that the gas service furnished under this application is subject to the terms and provisions or the Company's tariff now in effect or as amended; (3) to provide the Company with all requested documentation and information; (4) to comply with all federal, state and local laws, including the obtaining of all necessary permits and licenses, and (5) to comply with all applicable rules and regulations, including but not limited to, regulations promulgated by the New York State Public Service Commission. Applicant hereby authorizes the Company to make necessary inquiries to determine the validity and accuracy of the statements made in the application process.

B. ACCOUNT INFORMATION

Has gas service previously been provided to this service address? _____Yes _____No. If yes, what is the most recent account number?_____. If the answer is no, the Energy Services Department should be contacted to arrange for the installation of facilities necessary to provide service.

Date of Application
____/_____/_____/
Mo. Day Year

_____ _____
Account Name Additional Name (or Doing Business As)

_____ _____
Additional Name Service Street Address

_____ _____
City & State Zip Code Telephone No. (Area Code)

_____ _____
Name Address

_____ _____ _____
City, State and Zip Tel. No. (Area Code) Gas Account No.

Received: 04/28/2017
Status: EFFECTIVE
Effective Date: 05/01/2017

GENERAL INFORMATION (Cont'd)

II.22.– Cont'd

1. Does applicant control access to the gas meter? ____Yes ____No. If No, complete the following below regarding the party who controls access to the meter:

   _____ _____
   Name Address

   _____ _____ _____
   City, State and Zip Tel. No. (Area Code) Gas Account No.

2. Intended gas usage (check all that apply):
   _____heating _____domestic hot water _____manufacturing process

3. Will the gas usage be reasonably similar to past gas usage at the requested service address? ___Yes ___No. If no, please identify the nature of any change _____.

4. Will there be any residential usage at the requested service address? _____Yes _____No. If yes, what is the estimated percentage of residential usage?_____ (Certificate of Residential Use must be attached).

5. Is premises owned or operated by a religious institution where gas is used exclusively for religious purposes? ___Yes ___No.

6. Is premises a community residence as defined in subdivision twenty-eight, twenty-eight-a or twenty-eight-b of Section 1.03 of the Mental Hygiene Law operated by a not for profit corporation with supervisory staff on site on a twenty-four hour per day basis that provides living accommodations for fourteen or fewer residents? ___Yes ___No.

7. Does the premises have a capacity of 75 or more persons and is the premises generally open to the public ___Yes ___No. (e.g. church/temple, theater, restaurant, etc.)

8. Will the premises be operated as a factory building which normally employs 75 or more persons? ___Yes ___No.

9. Is the customer (check one) _____fully taxable, _____tax exempt, or _____partially tax exempt. Exemption certificate number:_____ (a copy of the Certificate must be attached.)

C. BILLING INFORMATION
(If Different from the Account Information)

_____ _____ _____ _____
Address City State Zip

_____ _____
Billing Contact Name Street Address

_____ _____
Zip Telephone Number

Issued by C. M. Carlotti, President, 6363 Main Street, Williamsville, NY 14221
(Name of Officer, Title, Address)

Received: 04/28/2017
Status: EFFECTIVE
Effective Date: 05/01/2017

GENERAL INFORMATION (Cont'd)

II.22. – Cont'd

D. CREDIT INFORMATION

1. Existing and/or Previous Gas Accounts

Account 1 Account Name: _____

_____ _____ _____ _____
Address Zip Account Number Balance

Account 2 Account Name: _____

_____ _____ _____ _____
Address Zip Account Number Balance

Do you desire to schedule termination of service for these accounts? ___Yes ___No. If yes, on what date and on what accounts _____ .

2. Identification of Business.

a. Describe the type of business_____

b. Is it a _____corporation, _____partnership, _____proprietorship, or other_____
(describe)

c. For Corporations- State of Incorporation_____, County where certificate is filed_____, Registration Number _____.

d. For Partnership/Proprietorship-County where certificate of authority is filed _____.

3. Principal Officers, partners or Owner of Business.

(a) _____ _____
Name Position/Title

_____ _____
Home Address Home Telephone

(b) _____ _____
Name Position/Title

_____ _____
Home Address Home Telephone

(c) _____ _____
Name Position/Title

_____ _____
Home Address Home Telephone

GENERAL INFORMATION (Cont'd)

II.22. – Cont'd

E. SECURITY DEPOSIT

Estimated Heating_____ Estimated other_____
Avg.Mcf/Month Avg.Mcf/Month
November-April

Deposit Required_____

_____
Cash Deposit: Cash Received $_____
Deposit Receipt #_____ Federal Tax I.D._____

_____
Deposit Alternative: Letter of Credit ____ Surety Bond____
Date Received_____ Number_____ Amount_____
Bank/Ins.Co. Name_____ Expires_____

_____

F. OTHER INFORMATION

Applicant further affirms and declares that all information set forth in this application is true and correct and is made for the purpose of obtaining gas service. Any misrepresentations, incorrect or false statements, when discovered, shall constitute grounds for the Company to discontinue service pursuant to the Company tariff and the rules and regulations of the Public Service Commission. If the application is made on behalf of a corporation or partnership, the undersigned affirms that he or she is an agent of the corporation and/or partnership and has been authorized by the Board of Directors of the corporation or by the partners constituting the partnership to make application for utility service. IF THE UNDERSIGNED IS NOT SO AUTHORIZED, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR ANY OBLIGATIONS INCURRED BY THE CORPORATION, SHOULD THE CORPORATION OR PARTNERSHIP DEFAULT IN ITS OBLIGATIONS.

GENERAL INFORMATION (Cont'd)

II.22. – Cont'd

APPLICANT AND THE UNDERSIGNED REALIZE THAT ANY WILLFUL MISREPRESENTATION MADE ON THIS APPLICATION MAY RESULT IN CRIMINAL CHARGES BEING BROUGHT AGAINST APPLICANT AND/OR THE UNDERSIGNED UNDER SECTIONS 210.45 AND/OR 165.15 OF THE NEW YORK STATE PENAL LAW.

Applicant acknowledges and understands that this Agreement shall not be modified by any promise, agreement or representation, made orally or in writing, by any agent or employee of the Company.

The undersigned hereby affirms that he or she has read and understands the above and in addition has reviewed the application as to the correctness of the information given. The undersigned also affirms that he or she has been offered a copy of the Non-Residential Customers Rights and Responsibilities pamphlet.

NOTICE: You may request that the meter at the service location be inspected for accuracy. The Company will, if requested, perform an accuracy inspection of the meter within sixty (60) days of the date of the request. The Customer/Applicant will release the Company from any loss, claim, damage or injury arising from the discontinuance of service as is required to perform the accuracy inspection. If the Customer/Applicant desires to have his or her meter inspected for accuracy, he or she should initial where indicated._____. The Company may satisfy this request by installing a fully inspected meter.

PLEASE READ THE APPLICATION CAREFULLY BEFORE SIGNING.

_____ _____
Dated Signed Title

_____
Print Name

The signature must be notarized unless the application is signed before a Company representative.

Sworn to before me this
____ day of _____.
_____
NOTARY PUBLIC

The party signing the application is
(check one) ____proprietor ___partner
____corp. officer/director ___agent
____other (Specify)_____

Responsibility for service accepted from date:____/____/____
Mo. Day Year

Issued by C. M. Carlotti, President, 6363 Main Street, Williamsville, NY 14221
(Name of Officer, Title, Address)

GENERAL INFORMATION (Cont'd)

II.22. - Cont'd

FOR COMPANY USE ONLY

Application
Processed by:_____ Employee #_____

Customer
Account Number_____ MOS#_____

APPLICATION REVIEWED BY:_____ Date:____/____/____
Mo. Day Yr.

GENERAL INFORMATION (Cont'd)

II.23. RESIDENTIAL SERVICE APPLICATION

Print Clearly - Press Firmly
National Fuel Gas Distribution Corporation
APPLICATION FOR SERVICE- RESIDENTIAL

This written application is being requested because:

__ There are arrears at the premises to be served and service was terminated for nonpayment or is subject to a final notice of termination.
__ There is evidence of meter tampering and/or theft of service.
__ The service meter indicated usage and there is no customer of record.
__ A third party is applying on behalf of the person(s) receiving service.

NAME LAST, FIRST, INITIAL DATE SERVICE REQUESTED

SERVICE ADDRESS CITY, STATE & ZIP UPPER REAR
LOWER SINGLE
APT. OTHER

MAILING ADDRESS (If different) CITY, STATE, ZIP

APPLICANT'S PHONE NO. DATE OF DEED OR LEASE
RENT OWN
ADDRESS OF PRIOR ACCOUNT PRIOR ACCOUNT NUMBER
WELFARE CARD NO. CREDIT CARD TYPE, NO., EXPIRATION DATE
DRIVER'S LICENSE NO. STATE

I HEREBY REQUEST AND APPLY FOR GAS SERVICE TO BE ESTABLISHED IN MY NAME AT THIS ADDRESS ACCORDING TO THE TERMS, CONDITIONS, AND RATES CONTAINED IN THE COMPANY'S TARIFF FILED WITH THE STATE REGULATORY COMMISSION, I REALIZE ANY WILLFUL MISREPRESENTATIONS MAY RESULT IN CRIMINAL CHARGES AND I AUTHORIZE NATIONAL FUEL TO MAKE WHATEVER INQUIRIES ARE NECESSARY TO DETERMINE THE VALIDITY OF ANY STATEMENTS MADE ON THIS APPLICATION AT ANY TIME NATIONAL FUEL FEELS IT IS NECESSARY TO DO SO.

READ ABOVE STATEMENTS BEFORE SIGNING

DATE APPLICANT'S SIGNATURE BY (PERSONSIGNING OTHER THAN APPLICANT AND RELATIONSHIP)

THE FOLLOWING CUSTOMER HISTORY INFORMATION IS REQUESTED AND IS NOT REQUIRED AS A CONDITION OF SERVICE

EMPLOYER'S NAME
EMPLOYER'S ADDRESS

SOCIAL SECURITY NUMBER SPOUSE'S FIRST NAME

OWNER'S NAME
OWNER'S ADDRESS AND ZIP

Issued by C. M. Carlotti, President, 6363 Main Street, Williamsville, NY 14221
(Name of Officer, Title, Address)

GENERAL INFORMATION (Cont'd)

II.23. – Cont'd

FOR OFFICE USE ONLY

DEPOSIT/ GUARANTEE NO.	DEPOSIT AMT.	APPLICATION TAKEN BY	PAYROLL NUMBER	TAKEN AT	APPLICATION APPROVED

MOS ORDER NO NEW ACCOUNT NUMBER

Received: 04/28/2017
Status: EFFECTIVE
Effective Date: 05/01/2017

GENERAL INFORMATION (Cont'd)

II.24. REQUEST FOR WAIVER OF SECURITY DEPOSIT

REQUEST FOR WAIVER OF SECURITY DEPOSIT

Date:_____

National Fuel Gas Distribution Corporation
ATTENTION: _____
Manager Industrial & Commercial Department

Dear _____

On (date_____) (Business Name/Applicant) made an application for metered gas service for the premises located at (address _____. At that time National Fuel requested a cash security deposit in the amount of ($_____) or a Letter of Credit or Surety Bond in an equal amount to guaranty future gas services for this account. (Business Name/Applicant) hereby requests a waiver of the requested security deposit and offers the following in lieu of security.

(Business Name/Applicant) hereby states that it intends to pay for all services rendered to (Business Name/Applicant) at the premises located at (service address_____ within three days of receipt of the bill for services. (Business Name/Applicant) understands and agrees that, if National Fuel agrees to accept this request for Waiver of Security (Business Name/Applicant) agrees to waive its right to Notice of Termination and that termination of service, pursuant to Public Service Commission Rules and Regulations, will immediately be initiated.

Once terminated, service will not be reinstated until payment in full of the following: (1) all amounts due for service rendered, (2) the entire requested deposit, (3) service reconnection fees, and (4) any other tariff charges.

This request shall not be considered granted nor the application complete by National Fuel unless approved and countersigned by appropriate representatives of National Fuel.

_____	_____
NATIONAL FUEL GAS DISTRIBUTION CORPORATION	BUSINESS NAME/APPLICANT
_____	_____
signed:	signed:
_____	_____
Approved by: Title	Title of person signing

(date countersigned/approved)

GENERAL INFORMATION (Cont'd)

II.25. RESIDENTIAL CUSTOMER PAYMENT AGREEMENT

A. Residential Customer Payment Agreement - form

National Fuel Gas Distribution Corporation

RESIDENTIAL CUSTOMER DEFERRED PAYMENT AGREEMENT

Customer's Name _____ Date: _____

Service Address _____ Phone: _____

_____ Account: _____

ABOUT THIS AGREEMENT

This is an agreement by _____ to make payments to National Fuel Gas Distribution Corporation ("National Fuel" or "Company") for amounts owed. It is also an agreement by National Fuel that it will provide service to the address listed above as long as you make payments on time and pursuant to this agreement.

AMOUNT TO BE PAID UNDER THIS AGREEMENT
The total amount owed as of _____ is $_____. Any billing adjustments or transfers made to this account will increase or decrease the amounts paid under this agreement.

HOW PAYMENT IS TO BE MADE
You are to pay the amount owed in the following way:
A down payment of $_____ is to be received by _____.
This leaves a deferred balance of $_____. To pay this amount off, your monthly installment amount of $_____ is due on receipt of each monthly gas service bill, from _____ to_____. A final installment of $_____ is to be paid with the _____ bill. Any billing adjustments or transfers will extend or shorten the agreement duration.

Reminder: This installment payment is in addition to your current monthly charges.

ASSISTANCE
If you are unable to pay the terms of this agreement, or need help making or understanding this agreement, call us at _____. **If you are still unable to reach an agreement, you may request the assistance of the New York State Public Service Commission** at www.dps.ny.gov/complaints or by calling the toll free number 1-800-342-3355, from 7:30 A.M. TO 7:30 P.M. Monday through Friday.

GENERAL INFORMATION (Cont'd)

II.25.A. – Cont'd

PAYMENT AGREEMENT RULES

- This agreement must be fair and must be based on your ability to pay.
- Information regarding your income and expenses is attached hereto and incorporated herein as Exhibit A. You certify that Exhibit A is true and accurate to the best of your knowledge.
- If you are unable to pay on these terms, you should not sign this agreement. Instead, call us or come to our office.
- If you can show financial need, alternate terms will be arranged. Depending on your circumstances, a down payment may not be required and installments may be as low as $10 per month.
- This agreement can be changed if your ability to pay significantly changes for reasons you cannot control. If a change is needed, please call us or come to our office.
- By signing and returning this agreement with the required down payment by the date the down payment is due, you have entered into and accepted the terms of this agreement, and by doing so, you will avoid termination, disconnection or suspension of service.
- If National Fuel does not receive the signed agreement and down payment by the date the down payment is due, you may be subject to termination or disconnection of service.
- Billing adjustments or transfers that are made to your account after this agreement goes into effect may shorten or extend the duration of the agreement. They will not change the monthly installment amount you are required to pay. If any such adjustments or transfers extend the duration of this agreement, please call us or come to our office if you would like a new agreement.
- If you are a recipient of public assistance or supplemental security income, you may be eligible for help in paying your utility bills. If so, you may wish to call or visit your local Social Services office.
- Late payment charges will not be assessed so long as your required payments under this payment agreement plus all current charges are paid monthly by the late payment date.
- Current charges (including late payment charges if your deferred payment agreement has defaulted) are to be paid monthly.

GENERAL INFORMATION (Cont'd)

II.25.A. – Cont'd

WHAT HAPPENS IF PAYMENTS ARE NOT MADE
It is your responsibility to make the payments noted above in a timely fashion, or your deferred payment agreement will default and you will be subject to a late payment charge on everything you owe to National Fuel and the possible termination or disconnection of gas service. You will receive a reminder notice telling you that payments must be made pursuant to this payment agreement, and you will be provided with a minimum of eight (8) days to make up your missed payment. If we still do not receive these payments or your regular bill payments on time, we can require you to pay the total amount owed on your account. The Company will send you a final notice of disconnection allowing you fifteen (15) days to pay before service is disconnected or terminated.

BUDGET PLAN OPTION
If you are qualified and are not already enrolled in our Budget Plan which helps you manage your energy costs by establishing a level monthly payment amount, and wish to enroll, check the box below and we will start you on a plan immediately.

Under the Budget Plan, you'll pay about the same each month, avoiding higher winter bills. Your monthly payment is based on your gas usage for the prior 12 months. The amount is then adjusted to reflect the current gas rates and any temperature fluctuations above or below normal. A brochure describing the plan is available at your request or can be found at www.natfuel.com. Call us at 716-686-6123 for further details on the Budget Plan.

YES! I WOULD LIKE THE BUDGET PLAN ☐

IMPORTANT PLEASE READ REVERSE SIDE BEFORE SIGNING

ACCEPTANCE OF AGREEMENT
I have read, understand and accept this agreement.
Customer's Signature_____
Name_____ Phone: _____

Company's Signature_____

GENERAL INFORMATION (Cont'd)

II.25.A. – Cont'd

B. Residential Customer Payment Agreement - Electronic form

NATIONAL FUEL RESIDENTIAL CUSTOMER DEFERRED PAYMENT AGREEMENT

ACCOUNT INFORMATION

CUSTOMER NAME: _____
TODAY'S DATE: _____
ACCOUNT NUMBER: _____
SERVICE ADDRESS: _____
PHONE NUMBER: _____

ABOUT THIS AGREEMENT

This is an agreement by _____ to make payments to National Fuel Gas Distribution Corporation ('NATIONAL FUEL' OR 'COMPANY') for amounts owed. It is also an agreement by National Fuel that it will provide service to the address listed above as long as you make payments on time and pursuant to this agreement. The electronic agreement is available as a convenience. You do not have to complete this form electronically and can instead procure and sign a deferred payment agreement through non-electronic means.

AMOUNT TO BE PAID UNDER THIS AGREEMENT

The total amount owed as of _____ is $ _____.
Any billing adjustments or transfers made to this account will increase or decrease the amounts paid under this agreement.

HOW PAYMENT IS TO BE MADE

You are to pay the amount owed in the following way:

- A down payment of $ _____ is to be received by _____.
- This leaves a deferred balance of $_____.
- To pay this amount off, your monthly installment amount of $_____ is due on receipt of each monthly gas service bill, from _____ to _____.
- A final installment of $_____ is to be paid with the _____ bill.
- Any billing adjustments or transfers will extend or shorten the agreement duration.

REMINDER: This installment payment is in addition to your current monthly charges.

GENERAL INFORMATION (Cont'd)

II.25.B. - Cont'd

ASSISTANCE

If you are unable to pay the terms of this agreement or need help making or understanding this agreement, call us at (716) 686-6123. If you are still unable to reach an agreement, you may request the assistance of the New York State Public Service Commission at www.dps.ny.gov/complaints or by calling its toll free number 1-800-342-3355, from 7:30 A.M. to 7:30 P.M., Monday through Friday.

PAYMENT AGREEMENT RULES

- This agreement must be fair and must be based on your ability to pay.
- Information regarding your income and expenses is attached hereto and incorporated herein as Exhibit A. You certify that Exhibit A is true and accurate to the best of your knowledge.
- If you are unable to pay on these terms, you should not electronically sign this agreement. Instead, call us or come to our office.
- If you can show financial need, alternate terms will be arranged. Depending on your circumstances, a down payment may not be required and installments may be as low as $10 per month.
- This agreement can be changed if your ability to pay significantly changes for reasons you cannot control. If a change is needed, please call us or come to our office.
- By electronically signing this agreement along with paying any required down payment amount by the due date, you have entered into and accepted the terms of this agreement, and by doing so, you will avoid termination, disconnection or suspension of service.
- If National Fuel does not receive your electronic acceptance of this agreement and any required down payment by the due date, you may be subject to termination or disconnection of service.
- Billing adjustments or transfers that are made to your account after this agreement goes into effect may shorten or extend the duration of the agreement. They will not change the monthly installment amount you are required to pay. If any such adjustments or transfers extend the duration of this agreement, please call us or come to our office if you would like a new agreement.
- If you are a recipient of public assistance or supplemental security income, you may be eligible for help in paying your utility bills. If so, you may wish to call or visit your local social services office.
- Late payment charges will not be assessed so long as your required payments under this payment agreement, plus all current charges, are paid monthly by the late payment date.
- Current charges (including late payment charges if your deferred payment agreement has defaulted) are to be paid monthly.

GENERAL INFORMATION (Cont'd)

II.25.B. – Cont'd

WHAT HAPPENS IF PAYMENTS ARE NOT MADE

It is your responsibility to make the payments noted above in a timely fashion, or your deferred payment agreement will default and you will be subject to a late payment charge on everything you owe to National Fuel and the possible termination or disconnection of gas service. You will receive a reminder notice telling you that payments must be made pursuant to this payment agreement, and you will be provided with a minimum of eight (8) days to make up your missed payment. If we still do not receive these payments or your regular bill payments on time, we can require you to pay the total amount owed on your account. The Company will send you a final notice of disconnection allowing you fifteen (15) days to pay before service is disconnected or terminated.

BUDGET PLAN OPTION

If you are qualified and are not already enrolled in our budget plan, which helps you manage your energy costs by establishing a level monthly payment amount, and wish to enroll, check the box below and we will start you on a plan with your next bill.

Under the BUDGET PLAN, you'll pay about the same each month, avoiding higher winter bills. Your monthly payment is based on your gas usage for the prior 12 months. The amount is then adjusted to reflect the current gas rates and any temperature fluctuations above or below normal. A Brochure describing the plan is available at your request or can be found at www.natfuel.com. Call us at 716-686-6123 for further details on the BUDGET PLAN.

☐ Check this box to enroll in the BUDGET PLAN.

ACCEPTANCE OF AGREEMENT

By electronically signing and accepting this Deferred Payment Agreement, you are affirming that the information provided is truthful and accurate and that you have read, understand and accept this agreement.

I agree, and it is my intent, to sign this Agreement by typing the words "I AGREE" and clicking the ACCEPT AGREEMENT box and by electronically submitting this record/document to National Fuel. I understand that my signing and submitting this Agreement electronically is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement I am affirming to the truth of the information contained therein, and am bound to the terms and conditions of the Agreement as if I signed it by hand.

Please type the words "I AGREE" in the following box and click the ACCEPT AGREEMENT box below to accept this agreement. ☐

ACCEPT AGREEMENT DECLINE AGREEMENT

GENERAL INFORMATION

II.26. TRANSPORTATION SERVICE AGREEMENT

A. Terms and Conditions Applicable to Transportation Service under Service Classification Nos. 13 and 18.

The following terms and conditions shall be incorporated by reference into the Transportation Service Agreement ("TSA"), a form of which is set forth in General Information Section 26.B., as if fully stated therein.

(1) The Company will provide transportation and balancing services to facilitate the redelivery of gas supplies from the City Gate to the Customer. Receipt of natural gas at the City Gate may be limited to the Customer's Daily Delivery Quantity ("DDQ"). The Customer, or Customer's agent, shall deliver or cause to be delivered at the City Gate the DDQ on each day of the month, within the applicable tolerance band. The Company will deliver to the Customer the Customer's gas requirements and will provide daily City Gate Balancing services to the extent actual City Gate deliveries differ from the DDQ. Burner tip imbalances will be addressed as provided in the applicable service classification. The Company is not obligated to accept any volumes nominated in excess of Customer's DDQ.

(2) Customer revokes its status as a firm sales customer of the Company except with respect to its usage for equipment identified in writing to the Company.

Customer may reapply for firm sales service upon termination of the TSA, subject to the availability of sufficient gas supplies. Customer further acknowledges that, in order to measure its reliance upon the Company's system gas supplies, Customer may be required, either during or after the term of the TSA, to install, at its own expense, such special meters or other devices as are necessary to provide the Company with a daily record of the usage of the facilities subject to Service Classification No. _____ , if such requirement is approved by the Public Service Commission.

(3) All gas which enters the Company's pipeline for redelivery under the applicable transportation service shall be clean and commercially free from dust, objectionable odors or other solid, gaseous or liquid matter which may interfere with its merchantability or cause injury to or interference with proper operation of the Company's pipelines, regulators, meters or other equipment through which the gas flows. Should any of the above substances enter the Company's facilities as a result of this transportation service and cause damage to any facility of the Company it may bill Customer for the cost to repair such damage; and Customer shall pay for same within 15 days of receipt of such bill. In addition, should any of the above substances enter the facilities of any pipeline company whose transportation services will be employed by the Company to complete the transportation contemplated herein, and cause damage to any such facilities, the Company may bill Customer for any cost incurred by the Company to repair such damage; and Customer shall pay for same within 15 days of receipt of such bill.

GENERAL INFORMATION (Cont'd)

II.26.A. – Cont'd

If the gas received by the Company hereunder fails to meet any of the applicable quality specifications at the point(s) of receipt, in addition to the remedies provided herein, the Company shall have the options (1) to continue to receive such gas; (2) to refuse to receive and transport all or any portion of such gas until Customer brings the gas in conformity with the specifications; or (3) to receive such gas and, at Customer's expense, to treat or otherwise process same so as to cause the gas to conform to the applicable quality specifications. If the gas delivered fails to meet the 1,000 BTU standard specified hereunder, the Company shall also have the option to retain sufficient additional volumes of gas to compensate for such deficiency.

(4) For all gas delivered for Customer's account to the Company, the volumetric measurement base shall be one (1) cubic foot of gas at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute and a temperature base of sixty (60) degrees Fahrenheit. The average absolute atmospheric (barometric) pressure shall be fourteen and four tenths (14.4) pounds per square inch. The flowing temperature shall be sixty (60) degrees Fahrenheit and may be adjusted to actual flowing conditions by the Company if deemed necessary by the Company.

The Company will read the meter(s) measuring consumption at Customer's facility on or about the last business day of each billing month.

Each party shall have constant access to the meters and access, upon reasonable notice and during business hours, to meter charts and records.

(5) Customer warrants the title to all gas delivered to the Company under the TSA and shall indemnify and save harmless the Company from all suits, actions, accounts, costs, losses and expenses (including attorney's fees) arising from or connected with the adverse claim of any person or persons to the gas received, transported or delivered under the TSA. Customer assumes all responsibility for all royalties, licenses, taxes and charges to which the gas transported, or the transportation service, may be subject.

(6) It is expressly agreed and understood that until gas is delivered to the Company for transportation service, Customer shall be deemed to be in exclusive possession and control thereof and shall indemnify and save the Company harmless for and against any liability or loss whatsoever (including costs and attorney fees in connection therewith) due to personal injury or death or damage to or destruction of property arising out of and occurring during Customer's possession of any gas to be delivered hereunder.

(7) The Company shall indemnify and save Customer harmless for and against any liability or loss whatsoever (including costs and attorney fees in connection therewith) due to personal injury or death or damage to or destruction of property arising out of and occurring during the Company's possession of any gas to be delivered hereunder, except liability or loss related to the condition, quality or pressure of the gas delivered by Customer and except as otherwise provided herein.

GENERAL INFORMATION (Cont'd)

II.26.A. – Cont'd

(8) To the extent that the Company is to receive volumes of gas to be transported hereunder from National Fuel Gas Supply Corporation, Paragraphs (3), (4), (5), (6) and (7) of this Agreement shall not apply.

(9) This TSA will be binding on and inure to the benefit of the parties hereto and their respective successors and assigns, but may not be assigned without consent of each party, such consent not to be unreasonably withheld.

(10) The TSA and expressly incorporated tariff provisions, set forth the entire understanding of the parties and no modification of the terms and provisions, except as provided herein, shall be or become effective except as set forth and confirmed in writing by the parties hereto.

(11) No waiver by any party of any one or more defaults by the other in performance of any provisions herein shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character.

(12) The Equal Employment Opportunity clause in Section 202, Paragraphs 1 through 7 of Executive Order 11246 as amended and Section 503/2012 relative to equal employment opportunity and the implementing Rules and Regulations of the Office of Federal Contracts Compliance are incorporated into the TSA as if fully stated herein.

(13) All notices, bills for service, and other correspondence pursuant to the TSA shall be addressed to the customer at the name and address set forth on the TSA, and to the Company at:

National Fuel Gas Distribution Corporation
6363 Main Street
Williamsville, NY 14221

GENERAL INFORMATION (Cont'd)

II.26.A. – Cont'd

B. Transportation Service Agreement – Form

TRANSPORTATION SERVICE AGREEMENT

PARTIES: The parties to this Transportation Service Agreement ("Agreement") are National Fuel Gas Distribution Corporation ("Company") and

_____
Customer name ("Customer")

_____
Customer address

_____
Customer phone number (including weekends) fax number

PURPOSE: Upon receipt and approval of this form by Company, Customer will be entitled to transportation service pursuant to Company's Service Classification No._____.

RIGHTS & DUTIES: Company shall render service pursuant to the applicable terms and conditions contained in said Service Classification No. _____ . All general terms and conditions set forth in Company's tariff for natural gas service (P.S.C. No. 9 - GAS) apply as if fully stated herein. Customer expressly acknowledges that this Agreement incorporates the terms and conditions applicable to transportation service set forth in Company's tariff, as amended from time-to-time.

TERMS: The term of this Agreement shall be twelve (12) months beginning the first day transportation service commences. Unless otherwise canceled or terminated, this Agreement shall renew annually for successive one-year terms. Customer or Company may terminate this Agreement unilaterally on sixty (60) days notice prior to the end of an annual term or by mutual agreement.

BILLING: Bills for service hereunder are due upon receipt. Customer may appoint an agent for billing purposes, subject to Company's approval.

DEFAULT: Failure to comply with any of the terms, conditions, rules or regulations contained and incorporated in this Agreement shall constitute default, whereupon the non-defaulting party may elect to terminate this Agreement.

Received: 04/28/2017
Status: EFFECTIVE
Effective Date: 05/01/2017

GENERAL INFORMATION (Cont'd)

II.26.B. – Cont'd

ACKNOWLEDGMENT

The parties acknowledge that they are fully bound by the terms and conditions of this Agreement. Customer also acknowledges that it has been offered a copy of the Service Classification set forth above and the Company's "Transportation Manual."

_____
National Fuel Gas Distribution Corporation

_____
Customer

_____
Title
Date: _____

GENERAL INFORMATION (Cont'd)

II.27. STANDBY SERVICE AGREEMENT

STANDBY SERVICE AGREEMENT UNDER SERVICE CLASSIFICATION NO. 12

_____ with its principal offices at _____ (hereinafter "Customer"), which receives service from National Fuel Gas Distribution Corporation (hereinafter "Company") under any of Company's transportation services, including Service Classification Nos. 13, 16 or 18, at account no. _____ agrees to take, and the Company agrees to render. Standby Service under the Company's Service Classification No. 12. Said Standby Service shall be provided as follows:

RATES
Monthly Standby Demand Charge (check one):
_____ Default Rate. _____ Negotiated Rate as set forth in Rider 1.

Monthly Standby Commodity Charge (check one):
_____ Default Rate. _____ Negotiated Rate as set forth in Rider 1.

VOLUMES
Demand (check one):
_____ Default level. Specify monthly level:

JAN	_____	FEB	_____	MAR	_____	APR	_____	MAY	_____	JUN	_____
JUL	_____	AUG	_____	SEP	_____	OCT	_____	NOV	_____	DEC	_____

_____ Negotiated level as set forth in Rider 1.
Commodity: Maximum volume equal to specified monthly demand level.

OTHER TERMS AND CONDITIONS

Service under this Agreement shall be in accordance with Service Classification No. 12 filed with the New York State Public Service Commission ("Commission") as amended from time to time. A copy of the currently effective form of Service Classification No. 12 is attached as Appendix A hereto and is incorporated herein. If there is any inconsistency between this Agreement and Service Classification No. 12, either as presently in effect or as amended, then the provisions of Service Classification No. 12 shall apply.

The Company reserves the right to file with the Commission tariffs or tariff supplements proposing changes in the terms and conditions of, and rates for, service under Service Classification No. 12.

Witness our signatures this_____day of _____,20___, with the intent to be legally bound.

By: _____ NATIONAL FUEL GAS DISTRIBUTION CORPORATION
Customer By: _____

Issued by C. M. Carlotti, President, 6363 Main Street, Williamsville, NY 14221
(Name of Officer, Title, Address)

GENERAL INFORMATION (Cont'd)

II.28. SALES SERVICE AGREEMENT

SALES SERVICE AGREEMENT
UNDER
SERVICE CLASSIFICATION NO. 14

_____ with its principal offices at _____ (hereinafter "Customer"), which receives service from National Fuel Gas Distribution Corporation (hereinafter "Company") under any of Company's transportation services, including Service Classification Nos. 13, 16 or 18, under RBA no._____ agrees to take, and the Company agrees to render Standby Service under the Company's Service Classification No. 14. Said Sales Service shall be provided as follows:

RATES

_____ Default Rate (nomination not necessary).

_____ Published Monthly Rate (customer must qualify).

_____ Negotiated Rate as set forth in Rider 1.

VOLUMES

_____ Default Rate.

_____ Published Monthly Rate or Negotiated Rate (requires monthly nomination).

OTHER TERMS AND CONDITIONS

Service under this Agreement shall be in accordance with Service Classification No. 14 filed with the New York State Public Service Commission ("Commission") as amended from time to time. A copy of the currently effective form of Service Classification No. 14 is attached as Appendix A hereto and is incorporated herein. If there is any inconsistency between this Agreement and Service Classification No. 14, either as presently in effect or as amended, then the provisions of Service Classification No. 14 shall apply.

The Company reserves the right to file with the Commission tariffs or tariff supplements proposing changes in the terms and conditions of, and rates for, service under Service Classification No. 14.

Witness our signatures this _____ day of _____,20__, with the intent to be legally bound.

Status: EFFECTIVE
Received: 04/28/2017 Effective Date: 05/01/2017

GENERAL INFORMATION (Cont'd)

II.28. – Cont'd

By:_____
Customer

NATIONAL FUEL GAS DISTRIBUTION CORPORATION

BY:_____

GENERAL INFORMATION (Cont'd)

II.29. CASH OUT INDEX FOR IMBALANCE RESOLUTION

Unless specified within a Service Classification, the Daily Index price for the cash out of imbalances will be established utilizing "Dominion South Point", referred to in the SNL Natural Gas Index ("SNL") as the "Dominion S" plus transportation costs (including upstream fuel shrinkage) to Company's City Gate. For non-business days when no price is published, the price from another day for which a price was published will be utilized, consistent with industry conventions. The Average Monthly Index will be the average of each day's Daily Index during the month.

Should SNL's Dominion S price be temporarily unavailable during any period, Company may, at its discretion, select a substitute representative price in the interim. If SNL's Dominion S price becomes unavailable on a permanent basis, Company will file to change this section and may, at its discretion, select a substitute representative price in the interim, subject to refund.

With respect to prices charged to Customer, Supplier or Marketer for resolution of imbalances on a daily or monthly basis that are based upon the Daily Index or Average Monthly Index, respectively, the amount charged on imbalance volumes within a service classification's Market Pricing Tier, the size of which may be adjusted during an Operational Flow Order, should be considered to be a gas cost. Surcharges to the price applied for sale of gas to a Customer, Supplier or Marketer by the Company for imbalance volumes outside those that are priced at 100% of the Market Pricing Tier due to an under-delivery should be classified as penalties. Additionally, discounts applied to the price credited to a Customer, Supplier or Marketer for sale of gas to the Company for imbalance volumes outside those that are priced at 100% of the Market Pricing Tier due to an over-delivery should be classified as penalties.

GENERAL INFORMATION (Cont'd)

II.30. RULES FOR MONTH END IMBALANCE RESOLUTION

The Imbalance Holder is the Customer, Supplier or Marketer responsible for imbalance resolution as described in the Service Classification under which the Company provides service. For the purposes herein, Imbalance Holder's gas consumption and deliveries to the Company are equivalent to the gas consumption and deliveries to the Company of the Customers for which it bears imbalance responsibility, as described in the Service Classification under which the Company provides service.

An Imbalance Holder's Month End Imbalance is the burner tip imbalance calculated pursuant to terms of each Service Classification under which the Company provides service to the Customers for which the Imbalance Holder bears imbalance responsibility. Generally, an Imbalance Holder's total receipt volumes (gas delivered to the Company) are the sum of allocated transportation receipt volumes from city gate deliveries, local production pool receipts and local production excess volumes. This sum is reduced for shrinkage (allowance for losses incurred in the process of delivery) to determine total receipts. From this quantity, Total Monthly Consumption ("TMC"), as measured or estimated, is subtracted to determine the imbalance volume.

A Deficiency Imbalance (imbalance due to the Company) occurs when the volume of gas delivered to the Company for the Imbalance Holder during the month after adjustment for line losses is less than the total amount of gas consumed by the Imbalance Holder.

A Surplus Imbalance (imbalance due from the Company) occurs when the volume of gas delivered to the Company for the Imbalance Holder during the month after adjustment for line losses is greater than the total amount of gas consumed by the Imbalance Holder.

A. Month End Imbalance Calculation Process

For the month during which the Company provided service, an Imbalance Holder's imbalances are summed across all eligible Service Classifications to determine an Initial System Imbalance Volume ("ISIV") and position. If the ISIV is greater than zero, then the Imbalance Holder has a Surplus Imbalance with an initial long position. If the ISIV is less than zero, then the Imbalance Holder has a Deficiency Imbalance with an initial short position. A measure of the Imbalance Holder's imbalance position is calculated by dividing its ISIV by its TMC and converting the quotient into a percentage.

B. Cash Out of Imbalances

To resolve a Surplus Imbalance, the Company will purchase a volume of gas from the Imbalance Holder to reduce the imbalance volume to zero ("Cash Out Purchase"). To resolve a Deficiency Imbalance, the Company will sell a volume of gas to the Imbalance Holder to reduce the imbalance volume to zero ("Cash Out Sale"). The actual cash out volumes will be based upon ending imbalance volume following application of prior period adjustments and exchange of imbalances as described below. The cash out pricing tiers are as follows:

GENERAL INFORMATION (Cont'd)

II.30.B. – Cont'd

Tier	Transaction	Imbalance Position	Rate
Surplus Pricing Tier 3	Purchase	>20 % long	60 % of Index
Surplus Pricing Tier 2	Purchase	15% to 20 % long	85 % of Index
Surplus Pricing Tier 1	Purchase	5% to 15 % long	90 % of Index
Market Pricing Tier	Purchase or Sale	5% long to 5% short	100% of Index
Deficiency Pricing Tier 1	Sale	5% to 15% short	110% of Index
Deficiency Pricing Tier 2	Sale	15% to 20% short	115% of Index
Deficiency Pricing Tier 3	Sale	>20% short	140% of Index

The Company will sum the ISIV and TMC for all Imbalance Holders into system totals. A System Imbalance Position ("SIP") will be computed by dividing the system total ISIV by the system total TMC and converting the quotient into a percentage. If the SIP is within the range 5% long to 5% short, then all Imbalance Holders will be assigned to the Market Pricing Tier.

The Index in each tier is the Average Monthly Index set forth in General Information Section 29.

Based upon its initial system imbalance position, the Imbalance Holder will be assigned to an initial pricing tier. Before the start of imbalance trading, an Imbalance Holder's Pre-Trading System Imbalance Volume ("PSIV") will be calculated by applying prior period adjustments, if any, to its ISIV. The Imbalance Holder's pre-trading imbalance position is calculated by dividing its PSIV by its TMC and converting the quotient into a percentage. If the resulting imbalance percentage moves closer to zero, the Imbalance Holder will be assigned to a pre-trading pricing tier based upon the adjusted percentage. If the resulting imbalance percentage moves further from zero, the Imbalance Holder will be assigned to a pre-trading pricing tier equal to the initial pricing tier. If the direction of imbalance reverses (Surplus Imbalance to Deficiency Imbalance or Deficiency Imbalance to Surplus Imbalance), the pre-trading pricing tier assigned to the Imbalance Holder will be the Market Pricing Tier.

C. Exchange of Month End Imbalances

The Company will provide Imbalance Holders with the means to exchange Month End Imbalances. Trading sessions will be scheduled to begin on the 10th business day following the end of the month (approximately on the 15th of the month). Morning and afternoon trading sessions will be conducted over a three business day period. Notice of any delay or alteration of the trading schedule will be posted on the Company's web site. Upon request of the Imbalance Holder, the Company will provide other Imbalance Holders with information regarding the Imbalance Holder's imbalance status for the month.

Each trade must improve an Imbalance Holder's imbalance position, i.e. the resulting imbalance volume must be closer to zero. In no event will the Company process trades that worsen an Imbalance Holder's imbalance volume. The Imbalance Holder's post-trading or Final System Imbalance Volume ("FSIV") will be calculated by adding the volumes from its trades to the PSIV.

GENERAL INFORMATION (Cont'd)

II.30.C. – Cont'd

D. Post-Trading Resolution and Application of Cash Out Tiers

An Imbalance Holder's post-trading imbalance position is calculated by dividing its FSIV by its TMC and converting the quotient into a percentage. The Imbalance Holder's post-trading imbalance position will be used to determine the post-trading imbalance tier for cash out, however, the post-trading imbalance tier will not be worse than pre-trading imbalance tier.

If the volumetric range of the Imbalance Holder's Market Pricing Tier for a month is significantly smaller or otherwise inconsistent with that occurring during the normal course of business, the Company may override the post-trading imbalance tier calculation for that month and assign the Imbalance Holder to the Market Pricing Tier. Examples of such circumstances are:

- During the initial month in which an Imbalance Holder has an imbalance resulting from service under an eligible Service Classifications as described above.
- During the final month in which an Imbalance Holder has an imbalance resulting from service under an eligible Service Classifications as described above.

For customer pools where the Company assigns an ADDQ, if the Imbalance Holder's total receipt volumes are within 2% of the total monthly ADDQ for each pool, the Imbalance Holder will be assigned to the Market Pricing Tier. For customer pools where the Company does not assign an ADDQ, the TMC for each customer pool will be substituted for the ADDQ. Additionally, if an Imbalance Holder's FSIV is less than 1,000 Mcf, it will be assigned to the Market Pricing Tier. If the Imbalance Holder does not qualify for the Market Pricing Tier under either of these safe harbors, then the Imbalance Holder's FSIV will be used to determine imbalance pricing.

The Imbalance Holder will be cashed out at the tiers, beginning at the tiers furthest from the Market Pricing Tier until the imbalance volumes within all the tiers are reduced to zero. The Market Pricing Tier will be cashed out after all other tiers have been cashed out.

Cash Out Sales and Cash Out Purchases will be reflected on the next bill issued by the Company to the Imbalance Holder following the conclusion of trading sessions.

E. Suspension of Cash Out

Should industry events lead to circumstances under which resolution of imbalances via cash-out is detrimental to the integrity of the Company's system, as operating conditions permit or require, the Company may suspend the cash-out and resolve imbalances through rollover. In this case, the Company will post notice on its web site as soon as practicable and no later than the beginning of imbalance trading. After imbalance trading is complete, the Company shall adjust the applicable ADDQ for the next following month that operating conditions permit, upward to reconcile a net deficiency in the billing month, or downward to reconcile a net surplus in the billing month.

II.31. PARTNERSHIP TO REVITIALIZE THE INDUSTRIAL MANUFACTURING ECONOMY OF WNY ("PRIME-WNY")

A. Program Description

The Company shall be permitted to buydown the initial capital cost of system improvements, house piping, or customer gas fired equipment for qualifying Customers. The Customer shall compensate the Company for the amount of the capital cost buydown through the incremental revenues derived from the Customer's transportation service contract with the Company. The Company may enter into a contractual arrangement with the Customer to recover any amount of the buydown above revenues generated by the tariff rate.

B. Qualifying Customers

Customers that install incremental natural gas fired equipment on their premises. Customer agrees that for the term of the contract (which may vary by Customer) the Company shall be their sole provider of natural gas delivery services. Customers must take service from the Company under one of the following Service Classifications: SC 3, SC 13 TC 1.1, SC 13 TC 2.0, SC 13 TC 3.0, SC 13 TC 4.0, SC 13 TC 4.1, SC 15, SC 16, SC 17, SC 18 TC 1.1, SC 18 TC 2.0, SC 18 TC 3.0, SC 18 TC 4.0, or SC 18 TC 4.1.

C. Term

The Company shall be permitted to enroll Customers into this program through November 30, 2021. The contract term with Customers shall be established through negotiations with the Customer. The maximum length of any contract term negotiated with a Customer under this program shall be seven years, in compliance with the Commission's May 15, 2018 Order in Case 14-G-0551.

D. Total Limit on Capital Cost Buydowns

The facility cost buydowns under this program shall not exceed $6 million.

E. Incremental Usage

Incremental usage of the qualifying facilities and equipment must be separately identified from other Customer applications for results reporting purposes. This may require additional metering, based upon the physical layout of the Customer's qualifying facilities and equipment.

F. Third Party Financing Option

Customers installing qualified equipment under this provision of the tariff may choose a third party financing option in lieu of Company funding of the facilities cost buy down. If the customer chooses third party funding the customer may receive a 50% discount on the volumetric portion of the otherwise applicable transportation tariff rate for incremental volumes associated with the qualified equipment. The customer may receive the discount for a seven year period. Customers choosing to apply for the third party funding option of this provision must contact the Company at least six months before installation of

GENERAL INFORMATION (Cont'd)

II.31.F. – Cont'd

the equipment so that the Company has sufficient time to determine whether the equipment qualifies for a discounted rate under this provision. All other terms and conditions of the Company's tariff (including any and all customer contributions for system improvements needed to provide service to the customer) must be met by the customer. If the customer chooses the third party financing option, eighty percent of the incremental discounted revenues associated with the incremental volumes for the newly installed equipment will be included in the calculation of Credit for Transportation Sales and Transportation Service Benefits in General Information Section 19.I.(4). of this tariff.

A surcharge of $0.10 per Mcf, deferred for ratepayer benefit in compliance with the Commission's May 15, 2015 Order in Case 14-G-0551, is only applicable to PRIME-WNY participants with contracts executed prior to April 1, 2018.

For PRIME-WNY participants with contracts executed between December 1, 2018 and November 30, 2021, a surcharge calculated on the basis of an equal percentage of transportation charges for all applicable service classifications, shall be deferred for ratepayer benefit in compliance with the Commission's November 21, 2018 Order in Case 17-G-0799. The currently effective percentage impact of the surcharge is 6.95%, as specified in the aforementioned November 21, 2018 Order, however, no surcharge shall exceed $0.10000 per Mcf.

GENERAL INFORMATION (Cont'd)

II.32. PSC AUDITS AND ASSESSMENT CHARGE

A ratemaking mechanism for the PSC Audit and Assessment billed to Customers. The annual imputed costs for PSC Audit and Assessment is $1,435,000 as established in the Commission's 4/20/2017 Order in Case 16-G-0257. As addressed in the Commission's Order issued and effective December 19, 2017 in Case 09-M-0311, the Assessment is no longer reconcilable.

GENERAL INFORMATION (Cont'd)

II.33. LOW INCOME SERVICE TRACKER

The Company shall reconcile actual low income service discounts with those imputed in its base rate case at 16-G-0257. The annual imputed costs supporting low income customer programs is $13,430,000.

The annual reconciliation period shall be the 12 months ended March 31 of each year. Over and under recovery of low income programs costs shall be refunded or surcharged to residential service customers for a 12 month period beginning each July 1 after the reconciliation period. The reconciliation rate shall be charged to all residential customers based on forecasted annual volumes for the recovery period on an equal per Mcf unit basis.

GENERAL INFORMATION (Cont'd)

II.34. SYSTEM MODERNIZATION TRACKER

A. System Modernization Cost Calculation:

The Company shall be permitted to recover the identified costs listed below through this System Modernization Tracker. The determination period for identifying qualified costs for recovery shall be the 12 months ended March 31.

B. Qualified Costs:

The following costs shall qualify for recovery through the System Modernization Tracker.

(1) Leak Prone Pipe Replacement:

The Company shall be permitted to recover the incremental carrying costs of leak prone pipe ("LPP") replacement, limited to the approved pre-tax rate of return, depreciation expense, property taxes, uncollectibles, and unit costs per mile, as defined in Case 16-G-0257. In accordance with the Order issued and effective April 24, 2019 in Case 18-G-0553, the Company shall recover costs incurred per mile, on average for the rate year, up to the following project-type cost per mile caps: (1) $2,400,000 per mile for large diameter mains, (2) $1,525,000 per mile for high-pressure mains, and (3) $398,351 per mile for all other distribution replacements.

The System Modernization Tracker activates when: (1) the total miles of LPP replaced exceeds 105 miles, and (2) the Company exceeds the costs provided in delivery rates for capital investments of $902,462,000, as imputed in Case 16-G-0257. After both of these conditions are met and the System Modernization Tracker is activated, the Company will be permitted to recover the LPP costs described above, based on costs incurred during annual periods ending March 31. The Company met both of these conditions during the rate year ended March 31, 2019, thereby activating the System Modernization Tracker for such rate year and for subsequent rate years.

The annual qualified LPP mileage replaced, and the associated cost for those LPP miles, shall be accumulated each rate year to determine the dollar amount of total LPP costs that the Company will be permitted to recover. For example, the amount of LPP replacement miles for the 12 months ending March 31, 2020 will be the sum of the annual qualified LPP replaced for the 12 months ending March 31, 2018, 2019, and 2020 in excess of the 105 miles imputed in Case 16-G-0257, and the associated costs to recover would be the investment in the annual qualified LPP mileage, subject to the aforementioned cost per mile caps. Ratepayer recovery shall be quantified on a rate year by rate year basis.

GENERAL INFORMATION (Cont'd)

II.34. – Cont'd

C. Recovery of Qualified Costs:

Qualified costs shall be recovered via a volumetric surcharge by firm service class determined by allocating the total annual qualified costs by each firm service class's delivery revenues. While qualified costs are determined on a rate year by rate year basis, the applicable surcharge rate shall be in effect for the following July 1 through June 30 period. Interest shall be applied to surcharge account balances at the Company's pre-tax rate of return, and any surcharge account balances shall be fully reconcilable, including any over/under collections.

D. System Modernization Tracker Mechanics:

In accordance with the Order issued April 24, 2019 in Case 18-G-0553 and consistent with PSL §66.12(c), the Company cannot collect more than 2.5% of aggregate revenue, or $13,795,375 million per year, from the System Modernization Tracker. $13,795,375 is derived by multiplying 2.5% by Total Operating Revenues, as established in Case 16-G-0257 (Appendix 2, Schedule 1 of the Order issued April 20, 2017 in Case 16-G-0257). Any cost recovery due to the Company in excess of $13,795,375 shall be held in a deferral account as a regulatory asset for future Commission disposition. While property taxes are permitted for recovery on a lagged basis under the System Modernization Tracker, property tax impacts will only be included in the deferral account, and not the surcharge mechanism (property taxes are only applicable for mile 106 and beyond). Interest shall be applied to deferral account balances at the Company's pre-tax rate of return, and any deferral balance shall be fully reconcilable. Qualified LPP costs incurred through March 31, 2023 shall be recovered through the System Modernization Tracker.

GENERAL INFORMATION (Cont'd)

II.35. INCREASE IN RATES IN MUNICIPALITY WHERE SERVICE IS SUPPLIED

The rates and charges under all Service Classifications, including Delivery Adjustment Charge, Monthly Gas Supply Charge and minimum charge, payable in the municipality where service is supplied, shall be increased to reflect the aggregate percentage rate of the taxes imposed on the Company's revenues within such municipality pursuant to the following statutes:

(1) Tax Law Section 186-a;
(2) General City Law, Section 20-b; and
(3) Village Law Section 5-530.

The total of all rates and charges shall be increase by a factor determined by dividing the applicable percentage rate of taxes by 100% minus the applicable percentage rate of taxes.

The applicable surcharge factor shall be set forth on statements filed with the Public Service Commission. Whenever a city or village levies a new tax on the Company's gross revenue, repeals such a tax or changes the rate of such a tax, the Company will file a new statement. Every such statement shall be filed not less than fifteen business days before the date on which it is proposed to be effective, and no sooner than the date of the tax enactment to which the statement responds; shall become effective no sooner than the date when the tax enactment is filed with the Secretary of State; shall be applicable to bills subject to the tax enactments that are rendered on or after the effective date of the statement; and shall be cancelled not more than five business days after the tax enactment either ceases to be effective or is modified so as to reduce the tax rate. Such statements will be duly filed with the Public Service Commission, apart from this Rate Schedule, and will be available to the public at Company offices at which applications for service may be made.

GENERAL INFORMATION (Cont'd)

II.36. WEATHER NORMALIZATION ADJUSTMENT

The rates for gas service to all customers under SC 1, SC 2, SC 3, SC 4 and SC 5 shall be subject to a Weather Normalization Adjustment to reflect the impact of degree day variations from normal levels, as determined on a revenue month basis, for the months of October through May, inclusive.

The monthly volume deviation shall be computed for each billing period for which adjustment is made using the formula described below. The weather adjustment is made by adding to or subtracting from the Customer's bill the amount determined by multiplying the Customers consumption during the billing period by the weather adjustment factor.

$$WA = \frac{(R * DDF\ (NDD - ADD))}{(BL + (DDF * ADD))}$$

where,	WA	=	Weather adjustment factor, $/Mcf
	DDF	=	Average degree day factor, Mcf/degree-day
	BL	=	Average base load, Mcf
	ADD	=	Actual degree days for the billing period
	NDD	=	Normal degree days for the billing period
	R	=	Tailblock margin by service class

MONTH	DEGREE DAY FACTOR FOR THE PERIOD ON AND AFTER APRIL 2017	AVERAGE BASELOAD, BL
OCTOBER	.014689	2.323
NOVEMBER	.015119	2.323
DECEMBER	.016544	2.323
JANUARY	.015624	2.323
FEBRUARY	.015536	2.323
MARCH	.015792	2.323
APRIL	.015577	2.323
MAY	.015600	2.323

GENERAL INFORMATION (Cont'd)

II.37. DEFINITION OF CUSTOMER CLASSES

A. Commercial Customer

(1) A commercial customer shall be defined as that of a consumer engaged in selling, warehousing, or distributing a commodity, or service, in some business activity or profession, or in some other form of economic, social, or cultural activity, not primarily involving the manufacturing or processing of a product.

(2) Apartment buildings consisting of five or more family units supplied by one meter shall be classified as commercial.

(3) The nature of consumer's primary business or economic activity at the location determines the customer class.

B. Public Authority Customer

A public authority customer shall be defined as that of a consumer using gas supplied to municipalities or divisions (agencies) of local, state or federal governments.

C. Industrial Customer

(1) An industrial customer shall be defined as that of a consumer using gas primarily when raw material is altered into another form or product.

(2) If a particular load to a manufacturing or processing plant represents gas used for plant cafeteria or a heating load, with or without processing load, whether or not separately metered, the account shall be classified as industrial.

(3) The nature of the consumer's primary business or economic activity at the location served determines the customer class.

GENERAL INFORMATION (Cont'd)

II.38. STATEMENT OF RATES AND SURCHARGES

A. Service Classification Base Rates

SC 1

First	400 cu. ft. or less	$ 15.54
Next	4,600 cu. ft. per 100 cu. ft.	0.373922
All Over	5,000 cu. ft. per 100 cu. ft.	0.102181
Billing Charge – as set forth in General Information Sections 48 and 38.B.(3).		
SC 1 MINIMUM CHARGE		
Monthly Rate -	$15.54	For Customers that are billed by a Supplier.
	$16.58	For Customers that receive a bill from the Company.

SC 2

First	400 cu. ft. or less	$ 15.54
Next	4,600 cu. ft. per 100 cu. ft.	0.373922
All Over	5,000 cu. ft. per 100 cu. ft.	0.102181
Billing Charge – as set forth in General Information Sections 48 and 38.B.(3).		
SC 2 MINIMUM CHARGE		
Monthly Rate -	$15.54	For Customers that are billed by a Supplier.
	$16.58	For Customers that receive a bill from the Company.
Statewide Low Income Program Discounts – See Monthly SLIP Statement		

SC 3

First	1,000 cu. ft. or less	$ 17.86
Next	49,000 cu. ft. per 100 cu. ft.	0.238794
Next	950,000 cu. ft. per 100 cu. ft.	0.181731
All Over	1,000,000 cu. ft. per 100 cu. ft.	0.144384
Billing Charge – as set forth in General Information Sections 48 and 38.B.(3).		
SC 3 MINIMUM CHARGE		
Monthly Rate -	$17.86	For Customers that are billed by a Supplier.
	$18.90	For Customers that receive a bill from the Company.

SC 3 **Business Development Rate Discount**

Years:	(1)	(2)	(3)	(4)	(5)
Per C.C.F. for all qualified incremental consumption	0.050	0.037	0.025	0.013	0.006

GENERAL INFORMATION (Cont'd)

II.38.A. – Cont'd

Economic Development Zone and Excelsior Program Rate Discount

SC 3

	Years:	(1)	(2)	(3)	(4-6)	(7-10)
Per C.C.F. for all qualified incremental consumption		0.063	0.063	0.063	0.037	0.013

SC 4

Fixed Cost Charge per Mcfd	$ 8.7684
Commodity Cost of Gas Adder per Mcf	$ 0.9911

SC 5

Demand Margin per B.D.U.	$ 0.3031
Base Commodity per Mcf	$ 0.1248

SC 8

First	400 cu. ft. or less	$32.02
All Over	400 cu. ft. per 100 cu. ft.	$ 0.102612

SC 13

Monthly Minimum Charge		
MC-1.1	Customers with a maximum annual capability of burning between 5,000 and 25,000 Mcf	$ 322.88
MC-2.0	Customers with a maximum annual capability of burning between 25,000 and 55,000 Mcf	$ 707.85
MC-3.0	Customers with a maximum annual capability of burning between 55,000 and 150,000 Mcf	$1,680.93
MC-4.0	Industrial Customers with a maximum annual capability of burning greater than 150,000 Mcf	$3,482.46
MC-4.1	Non-Industrial Customers with a maximum annual capability of burning greater than 150,000	$3,703.61
Billing Charge – as set forth in General Information Sections 48 and 38.B.(3).		

GENERAL INFORMATION (Cont'd)

II.38.A. – Cont'd

SC 13

Default Transportation Charge		
TC-1.1	Customers with a maximum annual capability of burning between 5,000 and 25,000 Mcf	$1.26530
TC-2.0	Customers with a maximum annual capability of burning between 25,000 and 55,000 Mcf	$0.92588
TC-3.0	Customers with a maximum annual capability of burning between 55,000 and 150,000 Mcf	$0.61572
TC-4.0	Industrial Customers with a maximum annual capability of burning greater than 150,000 Mcf	$0.27739
TC-4.1	Non-Industrial Customers with a maximum annual capability of burning greater than 150,000 Mcf	$0.37044
Purchased gas cost recovery per Mcf included in rate for TC-1.1, TC-2.0, TC-3.0, or TC-4.1		$0.01291
Purchased gas cost recovery per Mcf included in rate for TC-4.0		$0.00611

SC 13 **Business Development Rate Discount**

	Years:	(1)	(2)	(3)	(4)	(5)
Per Mcf for all qualified incremental consumption	TC-1.1	$0.50	$0.37	$0.25	$0.12	$0.06
	TC-2	$0.47	$0.35	$0.23	$0.12	$0.06
	TC-3	$0.24	$0.18	$0.12	$0.06	$0.03
	TC-4	$0.11	$0.09	$0.06	$0.03	$0.01
	TC-4.1	$0.14	$0.10	$0.08	$0.04	$0.02

SC 13 **Economic Development and Excelsior Program Rate Discount**

	Years:	(1)	(2)	(3)	(4-6)	(7-10)
Per Mcf for all qualified incremental consumption	TC-1.1	$0.63	$0.63	$0.63	$0.37	$0.12
	TC-2	$0.58	$0.58	$0.58	$0.35	$0.12
	TC-3	$0.30	$0.30	$0.30	$0.18	$0.06
	TC-4	$0.13	$0.13	$0.13	$0.09	$0.03
	TC-4.1	$0.18	$0.18	$0.18	$0.10	$0.04

SC 15

Volumetric Rate Structure for Customers with DG units less than one (1) megawatt:	
First 1,000 cu. ft. or less	27.82
For all consumption over 1,000 cu. ft. per 100 cu. ft. during the months of November through March	$ 0.076487
For all consumption over 1,000 cu. ft. per 100 cu. ft. during the months of April through October	$ 0.086305

GENERAL INFORMATION (Cont'd)

II.38.A. – Cont'd

SC 15

Volumetric Rate Structure for Customers with DG units between one (1) and five (5) megawatts:	
First 1,000 cu. ft. or less	$1,681.97
For all consumption over 1,000 cu. ft. per 100 cu. ft. during the months of November through March	$ 0.055845
For all consumption over 1,000 cu. ft. per 100 cu. ft. during the months of April through October	$ 0.048023
Three Part Demand/Commodity Rate Structure for Customers with DG units less than one (1) megawatt:	
Minimum Charge - First 1,000 cu. ft. or less	$ 27.82
Volumetric Unit Rate for all consumption over 1,000 cu. ft. per 100 cu. ft. during the months of November through March	$ 0.035449
Volumetric Unit Rate for all consumption over 1,000 cu. ft. per 100 cu. ft. during the months of April through October	$ 0.032995
Demand Charge for all Maximum Daily Delivery Contracted Demand per 100 cu. ft.	$ 1.1028921
Three Part Demand/Commodity Rate Structure for Customers with DG units between one (1) and five (5) megawatts:	
Minimum Charge - First 1,000 cu. ft. or less	$1,681.97
Volumetric Unit Rate for all consumption over 1,000 cu. ft. per 100 cu. ft. during the months of November through March	$ 0.022356
Volumetric Unit Rate for all consumption over 1,000 cu. ft. per 100 cu. ft. during the months of April through October	$ 0.020401
Demand Charge for all Maximum Daily Delivery Contracted Demand per 100 cu. ft.	$ 0.653478
Three Part Demand/Commodity Rate Structure for Customers with DG units greater than five (5) megawatts:	
Minimum Charge - First 1,000 cu. ft. or less	$3,558.84
Volumetric Unit Rate for all consumption over 1,000 cu. ft. per 100 cu. ft. during the months of November through March	$ 0.013162
Volumetric Unit Rate for all consumption over 1,000 cu. ft. per 100 cu. ft. during the months of April through October	$ 0.011773
Demand Charge for all Maximum Daily Delivery Contracted Demand per 100 cu. ft.	$ 0.325689

GENERAL INFORMATION (Cont'd)

II.38.A. – Cont'd

SC 16

Surplus Imbalance Rates	
Less than 5% of the volume	$0.0000/mcf
Equal to or more than 5% but less that 29% of the volume	$0.3053/mcf
Equal to or more than 29% of the volume	$0.5136 /mcf

SC 17

Base Rate per Mcf transported	$0.185

SC 18

Monthly Minimum Charge		
MC-1.1	Customers with a maximum annual capability of burning between 5,000 and 25,000 Mcf	$ 322.88
MC-2.0	Customers with a maximum annual capability of burning between 25,000 and 55,000 Mcf	$ 707.85
MC-3.0	Customers with a maximum annual capability of burning between 55,000 and 150,000 Mcf	$1,680.93
MC-4.0	Industrial Customers with a maximum annual capability of burning greater than 150,000 Mcf	$3,482.46
MC-4.1	Non-Industrial Customers with a maximum annual capability of burning greater than 150,000	$3,703.61
Billing Charge – as set forth in General Information Sections 48 and 38.B.(3).		

SC 18

Default Transportation Charge		
TC-1.1	Customers with a maximum annual capability of burning between 5,000 and 25,000 Mcf	$1.43969
TC-2.0	Customers with a maximum annual capability of burning between 25,000 and 55,000 Mcf	$1.10027
TC-3.0	Customers with a maximum annual capability of burning between 55,000 and 150,000 Mcf	$0.79011
TC-4.0	Industrial Customers with a maximum annual capability of burning greater than 150,000 Mcf	$0.30547
TC-4.1	Non-Industrial Customers with a maximum annual capability of burning greater than 150,000 Mcf	$0.54483
Purchased gas cost recovery per Mcf included in rate for TC-1.1, TC-2.0, TC-3.0, or TC-4.1		$0.18730
Purchased gas cost recovery per Mcf included in rate for TC-4.0		$0.03419

GENERAL INFORMATION (Cont'd)

II.38.A. – Cont'd

SC 18 **Business Development Rate Discount**

	Years:	(1)	(2)	(3)	(4)	(5)
Per Mcf for all qualified incremental consumption	TC-1.1	$0.50	$0.37	$0.25	$0.12	$0.06
	TC-2	$0.47	$0.35	$0.23	$0.12	$0.06
	TC-3	$0.24	$0.18	$0.12	$0.06	$0.03
	TC-4	$0.11	$0.09	$0.06	$0.03	$0.01
	TC-4.1	$0.14	$0.10	$0.08	$0.04	$0.02

SC 18 **Economic Development and Excelsior Program Rate Discount**

	Years:	(1)	(2)	(3)	(4-6)	(7-10)
Per Mcf for all qualified incremental consumption	TC-1.1	$0.63	$0.63	$0.63	$0.37	$0.12
	TC-2	$0.58	$0.58	$0.58	$0.35	$0.12
	TC-3	$0.30	$0.30	$0.30	$0.18	$0.06
	TC-4	$0.13	$0.13	$0.13	$0.09	$0.03
	TC-4.1	$0.18	$0.18	$0.18	$0.10	$0.04

B. Miscellaneous Surcharges, Refunds or Adjustments

(1) For the Service Classifications designated in the table below, as set forth in the referenced General Information Sections, the rates for service rendered shall reflect the following elements:

Adjustment Item	General Information Section	Designated Service Classifications
Average Cost of Reserve Capacity	19.B.(1).a.ii	SC 1, SC 2, SC 3, SC 5, SC 6, SC 7, SC 8, SC 10, SC13, SC 15 and SC 18.
90/10 Symmetrical Sharing Mechanism	19.I.(4)	SC 1, SC 2, SC 3, SC 4, SC 5, SC 6, SC 7, SC 8, SC 13 (TC-1.1, TC-2.0, TC-3.1, TC-4.0 & TC-4.1), SC 15 and SC 18 (TC-1.1, TC-2.0, TC-3.0, TC-4.0 and TC-4.1). For SC 13 and SC 18, exclusive of negotiated contracts.
PSC Audits and Assessment Charge	32	SC 1, SC 2, SC 3, SC 4, SC 5, SC 6, SC 7, SC 8, SC 10, SC 13, SC 15, SC 18 and SC 20
Low Income Service Tracker	33	SC 1, SC 2, and SC 3.
System Modernization Tracker	34	SC 1, SC 2, SC 3, SC 4, SC 5, SC 6, SC 7, SC 8, SC 10, SC 13, SC 15 and SC 18.
Weather Normalization Adjustment	36	SC 1, SC 2, SC 3, SC 4, and SC 5.
System Performance Adjustment Mechanism	40	SC1, SC 2, SC 3, SC 4, SC 5, SC 6, SC 7, SC 8, SC 10, SC 13, SC 15 and SC 18.

GENERAL INFORMATION (Cont'd)

II.38.B.(1). – Cont'd

Adjustment Item	General Information Section	Designated Service Classifications
Tennessee Pipeline PCB Clean Up Costs	41	SC 1, SC 2, SC 3, SC 4, SC 5, SC 6, SC 7, SC 8, SC 10, SC 13, SC 15 and SC 18.
Upstream Transition Cost Surcharge	42.A	SC 1, SC 2, SC 3, SC 4, SC 5, SC 6, SC 7, SC 8, SC 10, SC 13 TC-1.1, SC 15 and SC 18 TC-1.1.
Intermediate Transition Cost Surcharge	42.B	SC 1, SC 2, SC 3, SC 4, SC 5, SC 6, SC 7, SC 8, SC 10, SC 13 TC-1.1, SC 15, and SC 18 TC-1.1.
Research and Development Surcharge	43	SC 1, SC 2, SC 3, SC 4, SC 5, SC 6, SC 7, SC 8, SC 13, SC 15 and SC 18.
Lost Revenue Recovery Charge	45	SC 1, SC 2, SC 3, SC 5, SC 6, SC 7, SC 8, SC 10, SC 13 and SC 18.
Merchant Function Charge (MFC)	46	SC 1, SC 2, SC 3, SC 4, SC 5, SC 6, SC 7, and SC 10.
MFC Residential Service Classifications	46	SC 1, SC 2, and SC 10.
MFC Non-Residential Service Classifications	46	SC 3, SC 4, SC 5, SC 6, SC 7 and SC 10.
Records and Collections Charge	46	SC 1, SC 2, SC 3, SC 4, SC 5, SC 6, SC 7, SC 8, SC 10, SC 15 and SC 18.
Storage Inventory Charge	46	SC 1, SC 2, SC 3, SC 4, SC 5, SC 6, SC 7, SC 8, SC 10, SC 15 and SC 18.
Conservation Incentive Program Cost Recovery Mechanism	47	SC 1, SC 2, SC 3, SC 4, SC 5, SC 6, SC 7, SC 8, SC 10, SC 13 (TC-1.0, TC-1.1, TC-2.0, TC-3.0, TC-4.0 and TC-4.1), SC 15 and SC 18.
Revenue Decoupling Mechanism	47	SC 1, SC 2 and SC 3.
Regulatory Tracking Charge	50	SC 1, SC 2, SC 3, SC 4, SC 5, SC 6, SC 7, SC 8, SC 10, SC 13, SC 15 and SC 18.

GENERAL INFORMATION (Cont'd)

II.38.B.(1). – Cont'd

(2) For the Adjustment Items designated in the table below, the rates for Service Classifications references in Section 38.B.(1). shall reflect the following rates:

Adjustment Item	Description	Rate per ccf	Rate per Mcf
Reserve Capacity Cost (RCC)	Base RCC (except as noted below)	0.018730	0.187300
	SC 18 TC-4.0 Base RCC	0.003419	0.034190
	SC 13 Base RCC	0.001291	0.012910
	SC 13 TC-4.0 Base RCC	0.000611	0.006110
	Reserve Capacity Cost Adjustment	Monthly RCC Statement *	
PSC Audits and Assessment Charge	Refund/Surcharge	Monthly DAC Statement *	
Low Income Service Tracker	Refund/Surcharge	Monthly DAC Statement *	
System Performance Adjustment Mechanism	Refund/Surcharge	Monthly DAC Statement *	
Upstream Transition Cost Surcharge	Surcharge	Monthly DAC Statement *	
Intermediate Transition Cost Surcharge	Surcharge	Monthly DAC Statement *	
R & D Surcharge	Refund/Surcharge	Monthly DAC Statement *	
Lost Revenue Recovery Charge	Surcharge	Monthly DAC Statement *	
Merchant Function Charge	Surcharge	Monthly MFC Statement *	
Records and Collections Charge	Surcharge	Monthly MFC Statement *	
Storage Inventory Charge	Refund/Surcharge	Monthly DAC Statement *	
Conservation Incentive Program Cost Recovery Mechanism	Refund/Surcharge	Monthly CIP Statement *	
Revenue Decoupling Mechanism	Refund/Surcharge	Monthly DAC Statement *	
90/10 Symmetrical Sharing Mechanism	Credit	Monthly DAC Statement *	
Tennessee Pipeline PCB Clean Up Costs	Refund/Surcharge	Monthly DAC Statement - Workpapers*	
Statewide Low Income Program Discounts	Credit	Monthly SLIP Statement*	

* The rate units are provided in the applicable Monthly Statements.

GENERAL INFORMATION (Cont'd)

II.38.B.(2). – Cont'd

(3) Miscellaneous Charges and Fees

Adjustment Item	Description	Rate
Special Services – Service Charge	Cleaning, lighting or minor adjustments	$ 41.40 per request
Meter Maintenance Fees	Monthly Meter Maintenance Fee	$ 40.00 per month
	First three (3) retest service calls within the last 24-month period.	$ 150.00 per meter per retest
	Each retest service call in addition to the third within the last 24-month period.	$ 250.00 per meter per retest
Factor of Adjustment	Sales Method	1.72%
	Sales Method – Upper dead band	2.09%
	Sales Method – Lower dead band	1.35%
	Purchase Method	1.69%
BIPP Charge	Billing and Payment Processing Charge	$ 1.04 per bill
Service Reconnection Fee	Fee for service reconnection	$ 73.92 per reconnection
Regulatory Tracking Charge	Refund/Surcharge	Monthly RTC Statement *
System Modernization Tracker	Refund/Surcharge	Monthly DAC Statement *
Weather Normalization Adjustment	Refund/Surcharge	Monthly WNA Statement*

* The rate units are provided in the applicable Monthly Statements.

GENERAL INFORMATION (Cont'd)

II.39. BILL CREDITS

RESERVED FOR FUTURE USE

GENERAL INFORMATION (Cont'd)

II.39 - Cont'd

RESERVED FOR FUTURE USE

GENERAL INFORMATION (Cont'd)

II.40. SYSTEM PERFORMANCE ADJUSTMENT MECHANISM

Pursuant to the Commission's Order in Case 13-G-0136 issued and effective May 8, 2014 the Company shall recover or refund a System Performance Adjustment Mechanism (SPAM) from sales and transportation customers as follows:

The Company shall recover or refund gas costs for actual LAUF greater or lesser than the tariff factor of adjustment within a dead band. The factor of adjustment, based on a sales method of calculation, and dead band limits are provided in General Information Section 38.B.(3).

The rates for service rendered pursuant to Service Classifications identified in General Information Section 38.B.(1). shall be subject to a monthly SPAM charge computed as follows:

A. Rate

The rate will be calculated in compliance with the Commission Order in Case 13-G-0136. The amount will be divided by the Company's forecast for transportation and sales customers for the above service classes.

B. Determination Period

The determination period to be used in the computation of the surcharge or refund shall be the 12 months ended August 31 of each year.

C. Effective date of the surcharge or refund.

The surcharge or refund shall be effective on January 1, of each year.

GENERAL INFORMATION (Cont'd)

II.41. TENNESSEE PIPELINE PCB CLEAN UP COSTS

The Company will be receiving refunds from Tennessee Gas Pipeline for PCB clean up costs. Pursuant to the Commission's Order in Case 09-G-0354 issued and effective February 12, 2010, the Company shall refund Tennessee PCB clean up costs to sales and transportation customers as follows:

A. The rates for service rendered pursuant to the rates for the Service Classifications identified in General Information Section 38.B.(1). shall be subject to a monthly refund computed as follows:

(1) Refund Factor - Workpapers will be filed with the Public Service Commission as refunds are received to determine the monthly billing rate. The rate will be determined by dividing the refund amount by the Company's sales and transportation forecast based upon a twelve month period.

B. Reconciliation

The Company shall reconcile the actual refund amount flowed back to customers with the actual refund received. Any over or under recovery of refunds received shall be refunded or surcharged to the applicable Service Classification Customers for a 12-month period beginning July 1.

C. Interest

Interest shall be computed on the unrefunded balance from the date of receipt of the refund until the refund is returned to the customers, at least at the rate prescribed by the Commission for consumer deposits.

GENERAL INFORMATION (Cont'd)

II.42. STRANDED CAPACITY SURCHARGE

A. Upstream Pipeline Stranded Capacity Surcharge

(1) Determination of Upstream Pipeline Stranded Capacity Surcharge

Upstream pipeline stranded capacity shall be determined as the total upstream pipeline transmission capacity (excluding EFT capacity on National Fuel Gas Supply Corporation ("NFGSC")) and storage capacity (including NFGSC storage capacity) contracted by Company for delivery to NFGSC ("Total Upstream Contracted Capacity") in excess of the Company peak day capacity requirements that results from Customers migrating from Company sales service to transportation service. The associated stranded upstream capacity costs shall be recovered through an Upstream Transition Surcharge from sales and aggregation transportation Customers. Such Surcharge, if any, shall be determined monthly and included in the Company's monthly Gas Supply Charge filing.

(2) Determination of Upstream Pipeline Stranded Capacity Cost

The amount of upstream stranded capacity costs shall be determined as follows:

$$\text{Stranded Upstream Capacity Costs} = \text{Upstream Capacity Costs} \times \frac{\text{Upstream Pipeline Stranded Capacity}}{\text{Total Upstream Contracted Capacity}}$$

Where:

Upstream Capacity Costs = Total Upstream Pipeline Transmission Capacity Cost (excluding EFT Capacity on NFGSC) and all contracted storage capacity cost

Upstream Pipeline Stranded Capacity = Total Upstream Contracted Capacity in excess of the Company peak day capacity requirements that results from Customers migrating from Company sales service to transportation service

Total Upstream Contracted Capacity = Total Upstream Contracted Transmission capacity (excluding EFT capacity on NFGSC) and all contracted storage capacity

GENERAL INFORMATION (Cont'd)

II.42.A – Cont'd

(3) Recovery of Upstream Pipeline Stranded Capacity Surcharge

The Company shall calculate a surcharge each month to be billed under the rates and charges of the Customers in the Service Classifications identified in General Information Section 38.B.(1) receiving service from Suppliers under SC 19.

Upstream Transition Surcharge	=	Stranded Upstream Capacity Costs	÷	Total Throughput

Where:

Upstream Transition Surcharge	=	Unit rate per Mcf of surcharge
Stranded Upstream Capacity Costs	=	Amount of Upstream Stranded Capacity Cost calculated in General Information Section 42.A.(2). above.
Total Throughput	=	Historical normalized consumption for sales and aggregation Customers in the Service Classifications identified in General Information Section 38.B.(1). receiving service from Suppliers under SC 19.

The rate shall be calculated monthly and filed with the Company's monthly Statement of Distribution Adjustment Charge. All revenues collected through this surcharge shall be included as purchase gas commodity revenue for determining the Annual Surcharge or Refund under General Information Section 19.F.

B. Intermediate Pipeline Stranded Capacity Surcharge

(1) Determination of Intermediate Pipeline Stranded Capacity Surcharge

Intermediate Pipeline Stranded Capacity shall be determined as the Total Intermediate Pipeline Transmission Capacity (currently EFT capacity on NFGSC) contracted by the Company ("Total Intermediate Contracted Capacity") in excess of Company peak day capacity requirements that results from customers migrating from Company sales service to transportation service or is displaced by local production, gathering facilities, interstate or intrastate pipelines, which displace EFT capacity on NFGSC. The associated Intermediate Stranded Capacity Costs shall be recovered through an Intermediate Pipeline Transition Surcharge from sales and aggregation transportation Customers. Such surcharge, if any, shall be determined monthly and included in the Company's monthly Gas Supply Charge filing.

GENERAL INFORMATION (Cont'd)

II.42.B – Cont'd

(2) Determination of Intermediate Pipeline Stranded Capacity Cost

The amount of Intermediate stranded capacity costs shall be determined as follows:

$$\text{Stranded Intermediate Capacity Costs} = \text{Intermediate Capacity Costs} \times \frac{\text{Intermediate Pipeline Stranded Capacity}}{\text{Total Intermediate Contracted Capacity}}$$

Where:

Intermediate Capacity Costs	=	EFT capacity cost on NFGSC
Intermediate Pipeline Stranded Capacity	=	Total Intermediate Contracted Capacity in excess of the Company peak day capacity requirements that results from Customers migrating from Company sales service to transportation service or is displaced by local production, gathering facilities, intrastate or interstate pipelines, which displace EFT capacity on NFGSC.
Total Intermediate Contracted Capacity	=	Total EFT capacity on NFGSC

(3) Recovery of Intermediate Pipeline Stranded Capacity Surcharge

The Company shall calculate a surcharge each month to be billed under the rates and charges of the Customers in the Service Classifications identified in General Information Section 38.B.(1). receiving service from Suppliers under SC 19.

$$\text{Intermediate Transition Surcharge} = \text{Stranded Intermediate Capacity Costs} \div \text{Total Throughput}$$

GENERAL INFORMATION (Cont'd)

II.42.B – Cont'd

Where:

Intermediate Transition Surcharge	=	Unit rate per Mcf of surcharge
Stranded Intermediate Capacity Costs	=	Amount of Intermediate Stranded Capacity Cost calculated in General Information Section 42.B.(2). above.
Total Throughput	=	Historical normalized consumption for sales and aggregation Customers in the Service Classifications identified in General Information Section 38.B.(1). receiving service from Suppliers under SC 19.

The rate shall be calculated monthly and filed with the Company's monthly Statement of Distribution Adjustment Charge. All revenues collected through this surcharge shall be included as purchase gas commodity revenue for determining the Annual surcharge or Refund under General Information Section 19.F.

GENERAL INFORMATION (Cont'd)

II.43. RESEARCH AND DEVELOPMENT SURCHARGE

Pursuant to the Commission's Order in Case 99-G-1369 issued and effective February 14, 2000, the Company shall recover a research and development cost surcharge ("R&D Surcharge") from sales and transportation Customers as follows:

A. The rates for service rendered pursuant to the Service Classifications identified in General Information Section 38.B.(1). shall be subject to a monthly R & D Surcharge computed as follows:

(1) Surcharge factor - Each January 1, a surcharge will be calculated in compliance with the Commission's order in Case 04-G-1047 issued July 22, 2005. The Millennium Fund Surcharge will be based on a forecast of annual expenditures of $900,000. The annual amount of $900,000 will be divided by the Company's annual sales forecast exclusive of interruptible sales, interruptible transportation and sales and transportation services in competitive situations.

B. Annual R & D True-Up

The R & D Surcharge shall be computed as follows:

(1) There will be an expenditure true-up each year for the variance between actual collections and actual expenditures for the period ending each August 31. The difference will be refunded/surcharged to Customers effective each January 1.

GENERAL INFORMATION (Cont'd)

II.44. PARTNERSHIPS FOR DISTRIBUTED GENERATION ("DG") AND NATURAL GAS VEHICLE ("NGV") PROGRAMS

A. Program Description

The Company shall be permitted to buydown the initial capital cost of qualifying Customer's distributed electric generation equipment or natural gas vehicle equipment. The Customer shall compensate the Company for the amount of the capital cost buydown through the incremental revenues derived from the Customer's DG or NGV transportation or sales contract with the Company. The Company may enter into a contractual arrangement with the Customer to recover any amount of the buydown above revenues generated by the tariff rate.

B. Qualifying Customers

Customers that install a natural gas fired DG unit or NGV equipment on their premises. Customer agrees that for the term of the contract (which may vary by Customer) the Company shall be their sole provider of natural gas delivery services. Customers must take service from the Company under one of the following Service Classifications: SC 5, SC 7, SC 8, SC 13, SC 15, SC 16, or SC 18.

C. Term

The contract term with Customers shall be established through negotiations with the Customer. The maximum length of any contract term negotiated with a Customer under this program shall be six years.

D. Total Annual Limit on Capital Cost Buydowns

The facility cost buydowns under this program shall not exceed $3 million.

E. Metering

Metering shall be installed which will permit the incremental usage of the qualifying DG unit or NGV equipment to be separately identified from other Customer applications.

F. Third Party Financing

Customers installing qualified equipment under this provision of the tariff may choose a third party financing option in lieu of Company funding of the facilities cost buy down. If the customer chooses third party funding the customer may receive a 50% discount on the volumetric portion of the otherwise applicable transportation tariff rate for incremental volumes associated with the qualified equipment. The customer may receive the discount for a seven year period. Customers choosing to apply for the third party funding option of this provision must contact the Company at least six months before installation of the equipment so that the Company has sufficient time to determine whether the equipment qualifies for a discounted rate under this provision. All other terms and conditions of the Company's tariff (including any

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GENERAL INFORMATION (Cont'd)

II.44.F – Cont'd

and all customer contributions for system improvements needed to provide service to the customer) must be met by the customer. If the customer chooses the third party financing option, eighty percent of the incremental discounted revenues associated with the incremental volumes for the newly installed equipment will be included in the calculation of Credit for Transportation Sales and Transportation Service Benefits in General Information Section 19.I.(4) of this tariff.

GENERAL INFORMATION (Cont'd)

II.45. LOST REVENUE RECOVERY CHARGE

A. Filing of Lost Revenue Recovery Rate Statement

Each year for the 12 months ended December 31, the Company shall calculate billing revenues resulting from Customers migrating from sales to transportation service. Revenues are lost if there has been a decline in imputed billing activity as a result of customers migrating from sales to transportation service. The imputed billing service activity shall be 6,016,893 bills. The lost billing revenues shall be recovered in the Delivery Adjustment Charge ("DAC") to the delivery rates of Customers in the Service Classifications identified in General Information Section 38.B.(1). for the 12 months beginning March 1 of each year.

The determination of lost billing revenue shall be based on actual migrated Customers. The actual migration activity shall be determined by summing bills associated with Customers migrating from Company-provided billing service.

GENERAL INFORMATION (Cont'd)

II.46. MERCHANT FUNCTION CHARGE

A. Applicable Service Classifications

Merchant Function Charges ("MFC") shall be included in the Monthly Gas Supply Rates of Service Classifications designated in General Information Section 38.B.(1).

B. Calculation of Monthly MFC

(1) For Customers receiving service in the Residential Service Classifications specified in General Information Section 38.B.(1)., the Monthly MFC per Ccf shall equal:

a. 1.37324% of the Monthly Gas Supply Charge as calculated in General Information Section 19.B.(1).b. This Uncollectible component is not reconcilable.
b. $0.034915/Ccf ($0.34915/Mcf) for the Record and Collection-Procurement of Commodity ("RCPC") component. This RCPC component will be reconciled annually.
c. ($0.001506)/Ccf (($0.01506)/Mcf) for the Storage Inventory Carrying Cost component. The amount included in the DAC is ($0.000753/Ccf (($0.00753)/Mcf). This Storage Inventory Carrying Cost component will be reconciled annually.

(2) For Customers receiving service in the Non-Residential Service Classifications specified in General Information Section 38.B.(1)., the Monthly MFC shall equal:

a. 0.32991% of the Monthly Gas Supply Charge as calculated in General Information Section 19.B.(1).b. for the Uncollectible component. The Uncollectible component is not reconcilable.
b. $0.034915/Ccf ($0.34915/Mcf) for the RCPC component. This RCPC component will be reconciled annually.
c. ($0.001506)/Ccf (($0.01506)/Mcf) for the Storage Inventory Carrying Cost component. The amount in the DAC and SC 18 service rates is ($0.000753)/Ccf (($0.00753/Mcf)). This Storage Inventory Carrying Cost component will be reconciled annually.

The annual reconciliation target is $16,227,756 for the RCPC component. POR discounts associated with records and collection cost recovery shall be included in the annual reconciliation. The Storage Inventory Carrying Cost component reconciliation target is ($1,417,523). The Storage Inventory Carrying Cost component annual reconciliation will also include actual storage inventory balances and actual monthly Other Customer Capital Rate. The annual reconciliation period for the MFC shall be the 12 months ended March 31 of each year. Over and under recovery of reconciled MFC components shall be refunded or surcharged to Customers for a 12-month period beginning each July 1 after the reconciliation period.

The RCPC component for the 3 months ended March 31, 2017 associated with the MFC approved in Case 07-G-0141 shall be calculated on a prorated basis.

GENERAL INFORMATION (Cont'd)

II.47. CONSERVATION INCENTIVE PROGRAM ("CIP") COST RECOVERY MECHANISM

A system benefit charge ("SBC") recovers costs associated with clean energy activities conducted by the New York State Energy Research and Development Authority ("NYSERDA") and energy efficiency programs implemented by Distribution. The SBC is comprised of the itemized line items in Distribution's filed CIP Statement and is part of the Delivery Adjustment Charge. The SBC shall be charged to the customers in the Service Classifications designated in General Information Section 38.B.(1).

On an annual basis, the CIP Statement will be filed on no less than 15 days' notice to become effective January 1st. The CIP Statement will set forth the following surcharge rates:

A. Clean Energy Fund ("CEF") Surcharge Rate

The CEF Surcharge Rate will collect funds associated with NYSERDA-run energy programming. The CEF Surcharge Rate is calculated by dividing authorized collections by projected annual sales volumes. Authorized collections will include annual authorized collections for NYSERDA-run programs, plus or minus any under or over collections for prior years. The calculation of carrying charges, as respects this rate mechanism, will comply with the Commission's January 21, 2016 Order issued in case 14-M-0094 and the Commission's March 15, 2018 Order issued in case 15-M-0252.

B. Energy Efficiency ("EE") Tracker Surcharge Rate

The EE Tracker Surcharge Rate collects funds necessary to implement programming as part of Distribution's CIP. The EE Tracker Surcharge Rate will be calculated by dividing authorized collections by projected annual sales volumes. Authorized collections will include annual authorized collections for Distribution's CIP, plus or minus any under or over collections for prior years, and minus accumulated carrying charges on prior year collections. The calculation of carrying charges, as respects this rate mechanism, will comply with the Commission's January 22, 2016 Order issued in case 15-M-0252 and the Commission's March 15, 2018 Order issued in case 15-M-0252.

GENERAL INFORMATION (Cont'd)

II.47.C – Cont'd

C. Revenue Decoupling Mechanism ("RDM")

Included in the Statement of Delivery Adjustment Charge shall be a credit or surcharge associated with the RDM approved in Case 16-G-0257. RDM credits or surcharges for the 6 month period from October 1, 2016 through March 31, 2017 associated with the RDM approved in Case 16-G-0257 shall be calculated on a prorated basis. The RDM costs to be recovered or refunded shall be determined as the change in margin associated with changes in weather normalized average consumption of the following customer classes. The margin per account shall be determined by calculating the change in Service Classifications identified in General Information Section 38.B.(1). (excluding NGV pilot program usage and incremental Excelsior Program usage not included in the RDM) normal usage per account for the 12-month period ending March 31 compared to imputed normal usage per account multiplied by the appropriate rate category margin. This change in margin per account will then be multiplied by the number of accounts in each rate category to determine total change in margin. Imputed normalized usage per account and rate category margin shall be as follows:

Service Classification	**Benchmark Annual Imputed Usage per Account**	**Rate Category Margin**
Residential SC 1 & SC 2	108.636/Mcf	$0.83451/Mcf
SC 3	450.236/Mcf	$1.86528/Mcf

The RDM charge or credit shall be calculated to recover total margin for the most recent 12 months ended March 31 time period divided by projected weather normalized annual delivery volumes for the Service Classifications identified in General Information Section 38.B.(1). Excelsior customers will be exempted from the RDM charge.

The benchmark annual usage per account shall be updated in base rate proceedings.

D. Statewide Energy Benchmarking

In compliance with the Commission's December 13, 2018 Order in Case 18-M-0084, upon customer request, the Company will provide aggregated whole building gas meter data for any given building or tax lot to the owner, subject to the applicable anonymity rules established by the Commission, for use in benchmarking through Energy Star Portfolio Manager. An owner can elect to receive this information directly or can request that this information be transmitted directly to Energy Star Portfolio Manager on their behalf. To the extent such benchmarking offerings are marketed to customers, the Company will recover such costs through the Clean Energy Fund Surcharge Rate component of the Conservation Incentive Program Cost Recovery Mechanism. The Company will also recover costs associated with the development of capabilities for the automated upload of aggregated data to Energy Star Portfolio Manager through the Clean Energy Fund Surcharge Rate component of the Conservation Incentive Program Cost Recovery Mechanism.

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GENERAL INFORMATION (Cont'd)

II.48. BILLING AND PAYMENT PROCESSING ('BIPP') CHARGE

The Company's BIPP charge shall be assessed directly on retail full service Customers and reflected on the bill. Pursuant to the Commission's directive in Case 07-G-0141, there shall be no BIPP charge on consolidated bills issued by the Company on behalf of Suppliers utilizing the Company's CBS. Instead, the BIPP charge for CBS shall be charged directly to the CBS Suppliers. Payment to BIPP charges assessed on Suppliers shall be withheld from POR remittance to the terms of the CBS agreement.

The BIPP charge is provided in General Information Section 38.B.(3).

GENERAL INFORMATION (Cont'd)

II.49. TENANT ENERGY BILL DATA

Upon written request from a prospective tenant or lessee, the Company will provide, at no cost, the total gas charges incurred at the prospective residential rental premises for the life of the premises, or the preceding two-year period, whichever is shorter. Prior to the commencement of the tenancy or execution of a lease, the Company will provide such information to the landlord or lessor and to the prospective tenant, or other authorized person, within ten days of receipt of the written request.

GENERAL INFORMATION (Cont'd)

II.50. REGULATORY TRACKING CHARGE

Pursuant to the Commission's Order in Case 17-M-0815 issued and effective August 9, 2018, the Company shall implement the following sur-credit to refund the net benefits associated with the federal Tax Cuts and Jobs Act of 2017 ("TCJA") as part of a Regulatory Tracking Charge ("RTC") to sales and transportation customers as follows:

A. The rates for service rendered pursuant to the Service Classifications identified in General Information Section II 38.B.(1). on and after October 1, 2018 shall be subject to a monthly RTC sur-credit associated with the TCJA.

(1) The sur-credit shall be calculated annually with rates effective each October until such time as the impacts of the TCJA can be reflected in a Company base rate filing or until such other time as may be ordered by the Commission.
(2) A monthly TAX statement will be filed with the Public Service Commission that states the currently effective RTC Sur-Credit associated with the TCJA.
(3) Annual revenue requirements and sur-credits provided to customers associated with the TCJA shall be reconciled annually. The reconciled cost and total amount of sur-credits will be filed with the Commission 45 days after the annual tax sur-credit cycle has been completed. The first sur-credit reconciliation shall be for the period ended September 30, 2019, with workpapers submitted to staff of the Department of Public Service on or before November 14, 2019 to be effective 12/01/2019.
(4) The sur-credit calculation shall include:
    a. All net benefits associated with the TCJA including: (1) impacts for changes in the statutory income tax rates, (2) the impact of the loss of bonus depreciation and MACRS tax rate reductions.
    b. The annual amount associated with the amortization of excess accumulated deferred federal income taxes ("ADFIT") for protected assets subject to IRS normalization rules based on the IRS required ARAM method.
    c. Net ADFIT related to unprotected assets and liabilities to be amortized over a five year time period beginning October 1, 2018.
    d. The associated gross ups for revenue taxes and uncollectibles.
    e. A 3 year amortization of the net tax benefits that the Public Service Commission required to be deferred for the period October 1, 2017 through September 30, 2018.
    f. Carrying costs on the deferred balances associated with the TCJA RTC equal to pretax rate of return included in the Case 16-G-0257 adjusted for the tax rate changes implemented by the TCJA.

II.51. COMMUNICATIONS PROTOCOLS FOR DEMAND RESPONSE CUSTOMERS

Pursuant to the Commission's Order in Case 15-G-0185 issued and effective December 16, 2016, customers taking service from the Company under one of the following Service Classifications: SC 16 or SC 17 shall be required to engage in daily communications as soon as weather forecasts project average daily outside temperatures to be at or below a temperature specified in its Procedures Manual for the upcoming three consecutive days or during times when three days of consecutive customer interruptions occur.

A. Communications Medium

(1) Unless mutually agreed otherwise, the Company shall use email to send communications to customers, as described above, and during periods of interruption.

(2) Customers shall provide contact information to Company including, but not limited to, contact name(s), phone number(s) and email address(es).

(3) The Company shall notify each specific facility location if customer provides contact information for more than one location.

B. Communications During Interruptions

The Company shall conduct daily communication with demand response customers during an interruption and, at a minimum at least one time at the end of every interruption to remind customers to replenish alternate fuel inventories as needed to maintain minimum levels unless the customer has provided an affidavit that it has elected to cease using natural gas when directed to by the Company in lieu of maintaining an alternate fuel inventory.

C. Failure to Interrupt

(1) When a customer fails to cease using natural gas when directed to by the Company for any reason under control of the customer, and continues to consume gas, it shall be charged the unauthorized period rate under SC 11 for gas consumed in addition to that permitted under the applicable service classification . The amount of the rate charged in excess of the Daily Index shall be considered to be a penalty.

a. An interruptible customer that fails to fully interrupt its gas due to an equipment failure outside of its control may seek waiver of the amount of the rate charged in excess of the Daily Index. Supporting documentation, acceptable to the Company, must be provided as a part of the waiver request.

(2) If an interruptible customer fails to fully interrupt its gas use for any two interruption periods within one heating season, the Company may direct unannounced January interruption tests, customer affidavits of compliance and provision of alternative fuel supplier contact information (to the extent applicable). Additionally, the customer may be transferred to a firm service classification (at a higher rate) for the remainder of that winter period until the end of the next winter, i.e., a minimum

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GENERAL INFORMATION (Cont'd)

II.51.C. – Cont'd

of one year) or its gas service may be terminated altogether if the Company is not able to provide the customer firm service.

GENERAL INFORMATION (Cont'd)

II.53. COMMUNITY CHOICE AGGREGATION

A. A Community Choice Aggregation ("CCA") Program allows municipalities (villages, towns and cities) to aggregate the usage of eligible CCA customers (residential and small non-residential customers) within a defined jurisdiction in order to secure an alternative energy supply contract on a community-wide basis.

(1) In accordance with Order issued in Case 14-M-0224, before requesting customer data from the utility for participation in a CCA Program, the municipality or their designee (CCA Administrator or ESCO) must:

a. sign a data security agreement acceptable to the Company, and
b. have an approved implementation and data protection plan and certification of local authorization approved by the Public Service Commission.

(2) Upon fulfilling the requirements in Rule 1, the Company will provide the following information to the municipality or their designee in accordance with the terms and fee(s) stated herein.

a. Aggregated customer data, including the number of customers by service class, the aggregated extreme peak day requirements (Mcf) by month for the past 12 months by service class if applicable, and the aggregated consumption (Mcf) by month for the past 12 months by service class. This information will be provided to the municipality or CCA Administrator within twenty days of a request. The Company will notify the requesting party if data for any service class that the Company contains so few customers, or in which one customer makes up a large portion of the load, such that the aggregated information does not pass the relevant aggregation privacy standard. The Company will work with the requestor to revise the request in order to address the identified reason(s) such as expanding the geographic area included in the request or combining customer classes or other means.

The charge for the above aggregated data in (a) is included in the CCA Statement.

b. After each municipality has entered into a CCA contract with an ESCO, the Company shall transfer customer-specific data to the municipality or CCA Administrator within five days of receipt of a request to support the mailing of opt-out notices. The data shall include all customers in the municipality eligible for opt-out treatment based on the CCA and the requirements of the April 21, 2016 Order issued in Case 14-M-0224. The data should include:

i. Customer of record's name
ii. Mailing Address
iii. Primary Language (if available from the Company's billing system)
iv. Any customer-specific alternate billing name and address

GENERAL INFORMATION (Cont'd)

II.53.A. - Cont'd

c. After the opt-out process has been completed, the Company shall transfer account numbers for eligible customers that did not opt-out to the ESCO providing service within five days of receipt of a list of customers that opted out. These account numbers may be transmitted via electronic mail in secured, encrypted spreadsheets, through access to a secure website, or through other secure methods of transfer.

The charge for the above data described in General Information Sections 53.A.(2).b. and 53.A.(2).c. is included in the CCA Statement.

d. Upon request by the municipality or CCA Administrator the Company will transfer the customer data in General Information Section 53.A.(2).b. to the requestor within five days of the request for CCA eligible customers that became customers of the Company since the last eligible customer list was provided and were not on a previous eligible for out-out list. After the opt-out process has been completed for those customers, the Company will provide account numbers for customers that did not opt-out as described in General Information Sections 53.A.(2).c. These eligible customer update lists will be provided without charge.

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SERVICE CLASSIFICATION No.1

RESIDENTIAL

A. APPLICABLE TO USE OF SERVICE FOR:

Any use of gas where consumption is less than 25,000,000 cubic feet per year for residential purposes in a one family, two-family, three family, or four family dwelling, whether such service is individually or master metered, and in separately metered apartments in all other multiple family dwellings. Where gas used for non residential and residential purposes is not separately metered, this Service Classification shall apply if more than 50% of the cubical content of the pertinent structure is used for residential purposes.

Also for all gas utilized exclusively in connection with any post or hall owned or leased by a not-for-profit corporation that is a veterans' organization; for religious purposes by any corporation or association organized and conducted in good faith for religious purposes; and for community residences as defined in subdivision twenty-eight, twenty-eight-a or twenty-eight-b of Section 1.03 of the Mental Hygiene Law, provided, however, that such community residence shall be operated by a not for profit corporation and if supervisory staff is on site on a twenty-four hour per day basis, that the residence provides living accommodations for fourteen or fewer residents.

B. CHARACTER OF SERVICE:

(1) Customers Purchasing Gas Supply from Company

Continuous, primarily natural gas, minimum B.T.U. content 1,000, normal pressure not less than four inches.

(2) Customers Purchasing Gas Supply from a Marketer

Transportation of customer-owned gas from a Supplier that has met the qualifications of service under SC 19, Supplier Transportation, Balancing and Aggregation Service. Transportation will be on a firm basis from a Company receipt point to the Customer's delivery point.

C. MONTHLY DELIVERY SERVICE RATES:

(1) Base Rates
The rates for this Service Classification are provided in General Information Section 38.A.

(2) Delivery Adjustment Charge
All gas delivered under this Service Classification shall be subject to surcharges, refunds or adjustments as set forth in General Information Section 38.B.(2).

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SERVICE CLASSIFICATION No.1 (Cont'd)

RESIDENTIAL – Cont'd

(3) Weather Normalization Adjustment

All gas delivered under this Service Classification shall be subject to a refund/surcharge per 100 cubic feet as set forth in General Information Section 36.

D. MONTHLY COST OF GAS:

In addition to the above delivery service charges Customers purchasing their gas supply service from the Company will pay the Monthly Gas Supply Charges per 100 cubic feet of gas supplied by the Company which shall be the sum of the Monthly Gas Supply Cost as explained in General Information Section 19.B.(1).b, plus the Merchant Function Charge as specified in General Information Section 46.

E. INCREMENTAL MONTHLY COST OF GAS:

Under special circumstances when transportation customers return from Marketers to sales service under periods of rising prices the Company may, at its discretion, establish an incremental Monthly Gas Supply Charge to be billed to the returning Customers. Notice of such rate shall be published in a monthly statement as appropriate.

F. INCREASE IN RATES WHERE SERVICE IS SUPPLIED:

The rates and charges under this Service Classification including charges specified under Special Provisions of this Service Classification, Base Rates, Delivery Adjustment Charge, Weather Normalization Adjustment, and Monthly Cost of Gas, shall be increased pursuant to General Information Section 35, to reflect the tax rates applicable within the municipality where the Customer is taking service.

G. MINIMUM CHARGE:

The rates for this Service Classification are provided in General Information Section 38.A.

The minimum charge is subject to exceptions as set forth in General Information Section 3, entitled Mains and Service Lines, applicable to this schedule.

H. TERMS OF PAYMENT:

All bills are due and are subject to a late payment charge in accordance with the provisions of General Information Section 8.E.

Payment for gas service may also be made in the manner prescribed in General Information Section 16 as hereinbefore set forth.

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SERVICE CLASSIFICATION No.1 (Cont'd)

RESIDENTIAL – Cont'd

I. SPECIAL PROVISIONS:

(1) Applicable to both delivery service only and Customers also purchasing gas supply from the Company.

Service is subject to pertinent provisions of General Information Section 20 as hereinbefore set forth.

(2) Applicable to delivery service only Customers.

The Customer or its Supplier shall be subject to all Special Provisions included in the SC 18 Rate Schedule included herein.

J. TERM:

Terminable by the Customer on two (2) days' notice to the Company and by the Company in the manner prescribed by law and the Rules and Regulations herein set forth.

SERVICE CLASSIFICATION No. 2

STATEWIDE LOW INCOME PROGRAM

A. APPLICABLE TO USE OF SERVICE FOR:

Service under this Rate Schedule shall be available to Customers who are billed by the Company and have received a payment under the Federal Home Energy Assistance Program ("HEAP") during the current or previous HEAP Plan Years. Customers will be enrolled into the program: after the Company receives a HEAP benefit payment on behalf of the customer; when the Customer is identified through the Office of Temporary and Disability Assistance ("OTDA") annual performance measures data file exchange with the Company; when OTDA or a local Department of Social Service notifies the Company that the Customer is a recipient of Direct Voucher/Guarantee, Temporary Assistance to Needy Persons/Families ("TANF") or Safety Net Assistance ("SNA"); or when a Customer self identifies and provides documentation of a HEAP benefit paid to another utility or vendor and not matched through the OTDA data file exchange. Service is further applicable to Customers that provide documentation of proof of their enrollment in the federal Lifeline program or public assistance programs associated with Lifeline (as listed on the tariff SLIP Statement). Service under this rate schedule shall continue subject to available funding or as determined otherwise by the Commission as provided in the Low Income Energy Affordability proceeding in Case 14-M-0565 and as approved in Case 16-G-0257.

B. CHARACTER OF SERVICE:

(1) Customers Purchasing Gas Supply from Company

Continuous, primarily natural gas, minimum B.T.U. content 1,000, normal pressure not less than four inches.

(2) Customers Purchasing Gas Supply from a Marketer

Transportation of customer-owned gas from a Supplier that has met the qualifications of service under SC 19, Supplier Transportation, Balancing and Aggregation Service where the Company is issuing a Utility Consolidated Bill to the customer. Transportation will be on a firm basis from a Company receipt point to the Customer's delivery point.

C. MONTHLY DELIVERY SERVICE RATES:

(1) Base Rates

The rates for this Service Classification are provided in General Information Section 38.A.

(2) Delivery Adjustment Charge

All gas delivered under this Service Classification shall be subject to surcharges, refunds or adjustments as set forth in General Information Section 38.B.(2).

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SERVICE CLASSIFICATION No. 2

STATEWIDE LOW INCOME PROGRAM – Cont'd

(3) Weather Normalization Adjustment

All gas delivered under this Service Classification shall be subject to a refund/surcharge per 100 cubic feet as set forth in General Information Section 36.

SERVICE CLASSIFICATION No. 2 (Cont'd)

STATEWIDE LOW INCOME PROGRAM
- Cont'd

D. MONTHLY COST OF GAS:

In addition to the above delivery service charges Customers will pay the Monthly Gas Supply Charges per 100 cubic feet of gas supplied by the Company as explained in General Information Section 19.B.(1).b, plus the Merchant Function Charge as specified in Generation Information Section 46.

E. INCREASE IN RATES WHERE SERVICE IS SUPPLIED:

The rates and charges under this Service Classification including charges specified under Specific Provisions of this Service Classification, Base Rates, Delivery Adjustment Charge, Weather Normalization Adjustment, and Monthly Cost of Gas, shall be increased pursuant to General Information Section 35 to reflect the tax rates applicable within the municipality where the Customer is taking service.

F. MINIMUM CHARGE:

The minimum monthly charge for this Service Classification is provided in General Information Section 38.A.

The minimum charge is subject to exceptions as set forth under General Information Section 3, entitled Mains and Service Lines applicable to this schedule.

G. MONTHLY BILL DISCOUNTS

The Statewide Low Income Program consists of tiered discounts based on the level of need demonstrated by the receipt of a HEAP grant and receipt of HEAP “add-on” benefits, receipt of DSS Direct Voucher/Guarantee governmental assistance, or Non-utility HEAP status per the OTDA annual performance measures data file exchange.

Regular and/or Emergency HEAP Payment or Non-utility HEAP	Tier 1
Regular HEAP Payment plus Vulnerable member add-on	Tier 2.1
Regular HEAP Payment plus Low income (≤ 130% FPL) add-on	Tier 2.2
Regular HEAP Payment plus both add-ons	Tier 3
DSS Direct Voucher/Guarantee	Tier 4

The amount of each tier’s credit can be found on the Monthly Statement of Statewide Low Income Program Discounts (“Monthly SLIP Statement”). The Monthly SLIP Statement will be filed on not less than three (3) days’ notice. The tiered discounts are reviewed and adjusted annually in accordance with the Commission requirements in Case 14-M-0565 in order to balance program budget limits and benefit levels, and permit reconciliation of actual program costs and rate allowances. The Company applies the monthly discount to only delivery charges such that when the discount exceeds the total delivery charges, the excess credit will be carried over and applied to subsequent bills. Customers shall not receive a refund of any Statewide Low Income Program credit that exceeds the total delivery charge.

SERVICE CLASSIFICATION No. 2 (Cont'd)

STATEWIDE LOW INCOME PROGRAM
- Cont'd

H. TERMS OF PAYMENT:

All bills are due and are subject to a late payment charge in accordance with the provisions under General Information Section 8.E. Payment for gas service may also be made in the manner prescribed under General Information Section 16.

I. AUTOMATIC ENROLLMENT IN BALANCED BILLING PLAN

Customers will be automatically enrolled in the Company's residential Balanced Billing Plan as described in General Information Section II. 16. Customers will be allowed to "opt out" of budget billing by contacting the Company, and in such event will be billed in accordance with the applicable Rate Schedule and any amount owed in the cancelled Balanced Billing Plan shall then become due.

J. SPECIAL PROVISIONS:

Service is subject to pertinent provisions of General Information Section 20.

K. TERM:

Terminable by the Customer on two (2) days' notice to the Company and by the Company in the manner prescribed by law and the Rules and Regulations herein set forth.

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SERVICE CLASSIFICATION No. 3

GENERAL

A. APPLICABLE TO USE OF SERVICE FOR:

All purposes except as provided in SC 1.

B. CHARACTER OF SERVICE:

(1) Customers Purchasing Gas Supply from Company

Continuous, primarily natural gas, minimum B.T.U. content 1,000, normal pressure not less than four inches.

(2) Customers Purchasing Gas Supply from a Marketer

Transportation of Customer-owned gas from a Supplier that has met the qualifications of service under SC 19, Transportation, Balancing and Aggregation Service. Transportation will be on a firm basis from a Company receipt point to the Customer's delivery point.

C. MONTHLY DELIVERY SERVICE RATES:

(1) Base Rates
The rates for this Service Classification are provided in General Information Section 38.A.

(2) Delivery Adjustment Charge
All gas delivered under this Service Classification shall be subject to surcharges, refunds or adjustments as set forth in General Information Section 38.B.(2).

(3) Weather Normalization Adjustment
All gas delivered under this Service Classification shall be subject to a refund/surcharge per 100 cubic feet as set forth in General Information Section 36.

D. MONTHLY COST OF GAS:

In addition to the above delivery service charges Customers purchasing their gas supply service from the Company will pay the Monthly Gas Supply Charges per 100 cubic feet of gas supplied by the Company which shall be the sum of the Monthly Gas Supply Cost as explained in General Information Section 19.B.(1).b, plus the Merchant Function Charge as specified in General Information Section 46.

E. INCREMENTAL MONTHLY COST OF GAS:

Under special circumstances when transportation Customers return from Marketers to sales service under periods of rising prices the Company may, at its discretion, establish a incremental Monthly Gas Supply Charge to be billed to the returning Customers. Notice of such rate shall be published in a monthly statement as appropriate.

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SERVICE CLASSIFICATION No. 3 (Cont'd)

GENERAL - Cont'd

F. INCREASE IN RATES WHERE SERVICE IS SUPPLIED:

The rates and charges under this Service Classification including charges specified under Special Provisions of this Service Classification, Base Rates, Delivery Adjustment Charge, Weather Normalization Adjustment, and Monthly Cost of Gas, shall be increased pursuant to General Information Section 35, to reflect the tax rates applicable within the municipality where the Customer is taking service.

G. MINIMUM CHARGE:

The rates for this Service Classification are provided in General Information Section 38.A. The minimum charge is subject to exceptions as set forth in General Information Section 3, entitled Mains and Service Lines, applicable to this schedule.

H. TERMS OF PAYMENT:

All bills are due and are subject to a late payment charge in accordance with the provisions of General Information Section 8.E.

Payment for gas service may also be made in the manner prescribed in General Information Section 16 as hereinbefore set forth.

I. SPECIAL PROVISIONS:

(1) Applicable to both delivery service only and Customers also purchasing gas supply from the Company.

Service is subject to the pertinent provisions of General Information Section 20 as hereinbefore set forth.

(2) Applicable to delivery service only Customers.

The Customer or its Supplier shall be subject to all Special Provisions included in the SC 18 Rate Schedule included herein.

J. TERM:

Terminable by the Customer on two (2) days' notice to the Company and by the Company in the manner prescribed by law and the Rules and Regulations herein set forth.

K. UNAUTHORIZED OVERRUN PENALTY:

If any Customer should take during any year a volume of gas in excess of the amount allowable under General Information Section 20 as hereinbefore set forth, the Customer shall pay to the Company a penalty of $3 for each MCF of gas of such excess, which penalty shall be paid in addition to all other

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SERVICE CLASSIFICATION No.3 (Cont'd)

GENERAL - Cont'd

charges payable by the Customer hereunder.

The payment of a penalty for unauthorized deficiency imbalance shall not under any circumstances be considered as giving any such customer the right to take unauthorized deficiency imbalance, nor shall payment be considered as a substitute for any other remedies available to the Company against the offending customer for failure to respect its obligation to adhere to the provisions of its agreement with the Company.

If any customer should take a volume of gas in contravention of curtailments imposed by the Company as contemplated in General Information Section 20.D., the customer shall pay to the Company an additional penalty of $7 for each Mcf of such gas taken in violation of such curtailment.

L. RIDER (to Service Classification No. 3)

Business Development Rate

Available upon written application to an existing or new customer who meets the necessary qualifications as listed below:

TERM -

To become effective on the first day of the next billing cycle following qualification and acceptance by the Company and to continue during the qualification period for a maximum of five (5) years.

QUALIFICATIONS -

1. Facility

The following shall be considered a “qualifying facility:”

a. a newly constructed facility;

b. an existing facility that has been purchased or leased and has been vacant for at least six (6) months; or

c. an expansion of an existing facility.

2. Gas Usage

a. New Customers

The gas consumed by an applicant at a qualifying facility shall be eligible for this rate if it is demonstrated that the facility will have gas consumption in excess of

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SERVICE CLASSIFICATION No. 3 (Cont'd)

GENERAL - Cont'd

2,400 Mcf Per year.

b. Existing Customers

Incremental gas consumed by an applicant at a qualifying facility shall be eligible for this rate provided that the incremental load is 20% greater than the applicant's prior year's normalized load or 2,400 Mcf per year, whichever is less. However, such incremental gas usage will not qualify unless the incremental load totals at least 1,200 Mcf per year. To determine qualifying gas usage the incremental load will be measured against the gas consumed by the applicant normalized over the prior 12-month period.

3. Classification

Applicants who qualify for one of the following classifications pursuant to the North American Industry Classification System (NAICS) will be eligible for this rate:

	Sectors	**Codes**
a.	Agriculture, Forestry, Fishing and Hunting Industry	11
b.	Mining, Quarrying, and Oil and Gas Extraction Industry	21
c.	Manufacturing Industry	31 - 33
d.	Wholesale Trade Industry	42
e.	Finance and Insurance Industry	52
f.	Real Estate	53

provided that the Customer meets the following requirements:

(i) the Customer must demonstrate to the Company's satisfaction that at least 75% of the leasable space at the premises where the qualifying facility is located is leased to tenants within the NAICS Sectors set forth in subparagraphs a. through d.;

(ii) the Customer can demonstrate to the Company's satisfaction that the tenants are ultimately responsible for paying for the natural gas consumed at the premises; and

(iii) the Customer's leases with its tenants have a term exceeding five years or the customer files an annual statement on the anniversary date of the commencement of service under this Rider, that the leasable space at the premises continues to be occupied by tenants satisfying clauses (i) and (ii) of this paragraph; or

g.	Business Services	54, 56 & 81

4. Application

Applications for this rate must be received by the Company thirty (30) days prior to start up of the new or expanded facility.

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SERVICE CLASSIFICATION No. 3 (Cont'd)

GENERAL - Cont'd

5. Rate

The Business Development Rate Discount is provided in General Information Section 38.A.

M. RIDER (to Service Classification no. 3)

Economic Development Zone and Excelsior Program Rate

Economic Development Zone rates are available to Customers qualified to receive such rates before implementation of the Excelsior Program. Economic Development Zone rates are closed to new Customers, however, existing certificates will be honored if the Customer's usage is non-residential in nature, meets qualifications 1.d., as certified by the state and local economic zone administrators, and 2.b below. Excelsior Program rates are available to an existing or new customer upon notification of the customer certification of eligibility to the Company. Such applicant shall meet the necessary qualifications listed below:

TERM -

To become effective on the first day of the next billing cycle following qualification and acceptance by the Company and to continue during the qualification period for a maximum of ten (10) years. Excelsior Program customers shall require an annual certification of eligibility as defined in Article 17 of the Economic Development Law and such certification will end no later than fifteen months after receipt of such notification.

QUALIFICATIONS -

1. Facility

The following shall be considered a "qualified facility":

a. a newly constructed facility:

b. an existing facility that has been purchased or leased and has been vacant for at least six (6) months; or

c. an expansion of an existing facility; AND

d. the facility is located within an area that has been certified under the New York State Economic Development Zones Act as an economic development zone and the customer is certified by New York State and continues to be certified as being eligible for this rate pursuant to Article 18 - B of the New York State General Municipal Law. The Excelsior program participation is subject to conditions defined in Article 17 of the Economic Development Law and provisions under

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SERVICE CLASSIFICATION No. 3 (Cont'd)

GENERAL - Cont'd

Section 31 of the tax law provisions for the excelsior jobs program.

2. Gas Usage

a. New Customers

The gas consumed by an applicant at a qualifying facility shall be eligible for this rate if it is demonstrated that the facility will have gas consumption in excess of 1,200 Mcf per year.

b. Existing Customers

Incremental gas consumed by an applicant at a qualifying facility shall be eligible for this rate provided that the incremental load is 20% greater than the applicant's prior year's normalized load or 1,200 Mcf per year, whichever is less. However, such incremental gas usage shall not qualify unless the incremental load totals at least 600 Mcf per year. To determine qualifying gas usage, the incremental load will be measured against the gas consumed by the applicant normalized over the prior 12-month period. In addition, actual gas usage will be normalized for weather sensitive customers to determine if the qualifying threshold is reached.

3. Classification

Applicants who qualify for one of the following classifications pursuant to the North American Industry Classification System (NAICS) will be eligible for this rate:

	Sectors	**Codes**
a.	Agriculture, Forestry, Fishing and Hunting Industry	11
b.	Mining, Quarrying, and Oil and Gas Extraction Industry	21
c.	Construction Industry	23
d.	Manufacturing Industry	31 - 33
e.	Transportation, Communications, Electric, Gas and Sanitary Services	22, 48, 49 & 51
f.	Wholesale Trade Industry	42
g.	Retail Trade Industry	44 & 45
h.	Finance and Insurance Industry	52
i.	Real Estate	53
j.	Business Services	54 - 81

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SERVICE CLASSIFICATION No. 3 (Cont'd)

GENERAL - Cont'd

4. Application

Applications for this rate discount must be received by the Company thirty (30) days prior to start up of the new or expanded facility.

5. Rate

The Economic Development Zone and Excelsior Program Rate Discounts are provided in General Information Section 38.A.

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SERVICE CLASSIFICATION No. 4

SUPPLEMENTAL SERVICE

A. APPLICABLE TO USE OF SERVICE FOR:

Qualifying Customers of the Company who desire the Company to maintain the facilities to provide the Customer with natural gas service to supplement the Customer's independent supply of natural gas. A qualifying Customer must: (1) have an independent supply source of natural gas being made available to the Customer by way of a pipeline system independent of the Company's pipeline system; (2) have entered into a Supplemental Service Agreement with the Company; and (3) have traditionally experienced its peak usage during December, January or February.

B. CHARACTER OF SERVICE:

Delivery and sale of natural gas service to supplement the Customer's independent supply of natural gas, available to the Customer up to a specified volume; primarily natural gas with minimum B.T.U. content 1,000, and normal pressure not less than four inches.

C. RATE:

(1) Demand Component –

The demand component of the rate is to be computed as follows:

(F.C.C. * M.D.V.) + (D.C. * M.D.V.)

F.C.C. = Fixed Cost Charge
M.D.V. = Maximum Daily Volume Expressed in Mcf
D.C. = Demand and Winter Requirements Charge

The Fixed Cost Charge is provided in General Information Section 38.A.

The Demand Charge and Winter Requirements Charge shall be the demand and storage charges billed to the Company by upstream pipelines as calculated in the Monthly Gas Supply Charge.

The M.D.V. is established at the Customer's peak daily usage for the first winter month (December, January or February) that the Customer receives service under this Service Classification. Once the M.D.V. is established by the Customer's usage, it shall remain in effect for a 12-month period. In the event that the Customer subsequently exceeds the M.D.V. during the calendar months December, January or February, then the M.D.V. shall be reestablished at the higher volume. The reestablished M.D.V. shall remain in effect, and shall be used for billing the Customer, for a 12-month period starting with the billing month following the day it was established.

(2) Volumetric Component –

For all gas delivered to the Customer, the Customer shall pay the "commodity cost of gas," as

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SERVICE CLASSIFICATION No. 4 (Cont'd)

SUPPLEMENTAL SERVICE - Cont'd

defined below, plus a “commodity cost of gas adder”, provided in General Information Section 38.A., for Customers previously served under SC 3. The “commodity cost of gas” is the weighted average Commodity Cost of Gas delivered to the Company through upstream pipelines as calculated in the Company’s Monthly Gas Supply Charge under General Information Section 19 above, plus the Merchant Function Charge as specified in General Information Section 46.

(3) DELIVERY ADJUSTMENT CHARGE:

All gas delivered under this Service Classification shall be subject to surcharges, refunds or adjustments as set forth in General Information Section 38.B.(2).

(4) WEATHER NORMALIZATION ADJUSTMENT:

Supplemental service rates shall be subject to a refund/surcharge per 100 cubic feet as set forth in General Information Section 36.

D. TERM:

Terminable by the Company in the manner prescribed by law and the Rules and Regulations herein set forth.

The Customer is required to enter into a Supplemental Service Agreement with a term of not less than 12 months. Service under this Service Classification is terminable by the Customer pursuant to the terms of the Supplemental Service Agreement between the Customer and the Company. In the event the Customer exceeds its Maximum Daily Volume during December, January or February the term of the Supplemental Service Agreement shall be automatically extended for a 12-month period commencing with the first month the Demand Component reflects the reestablished Maximum Daily Volume.

E. INCREASE IN RATES IN MUNICIPALITY WHERE SERVICE IS SUPPLIED:

The rates and charges under this Service Classification including charges specified under Special Provisions of this Service Classification and Minimum Charge shall be increased pursuant to General Information Section 35 to reflect the tax rates applicable within the municipality where the Customer is taking service.

F. TERMS OF PAYMENT:

All bills will be rendered on a monthly basis and are due and subject to a late payment charge in accordance with the provision of General Information Section 8.E. Payment for gas service may also be made in the manner prescribed in General Information Section 16 as hereinafter set forth.

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SERVICE CLASSIFICATION No. 4 (Cont'd)

SUPPLEMENTAL SERVICE - Cont'd

G. SPECIAL PROVISIONS:

(1) Service is subject to the pertinent provisions of General Information Section 20 as hereinbefore set forth.

(2) Service under this Service Classification shall require monitoring on a daily basis. The expense of installing special meters or other devices necessary to accomplish daily monitoring shall be borne by the Customer.

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SERVICE CLASSIFICATION No. 4 (Cont'd)

SUPPLEMENTAL SERVICE - Cont'd

(3) The authorized agents of the Company shall, at all reasonable times, have such free access to the premises of Customers receiving service under this Service Classification as may be necessary to confirm the volume of gas supplied under this Service Classification is in compliance with the Maximum Daily Volume nominated by the Customer.

(4) In no event shall a transportation arrangement by which the Company transports Customer-owned gas be construed as an independent source of natural gas for the purpose of qualifying for service under this Service Classification.

(5) Customers desiring to take service under this Service Classification must elect to do so in form and manner prescribed by the Company. Customers are further required to enter into a Supplemental Service Agreement with a minimum term of 12 months.

(6) Notwithstanding anything to the contrary contained herein, if a Customer (1) qualifies for service under this Service Classification, and (2) has notice from the Company of Service available under this Service Classification, and (3) continues to purchase gas from the Company under any other Service Classification for the purpose of supplementing the Customer's independent source of natural gas, then the Customer will be charged prospectively under this Service Classification and will be deemed to have executed a Supplemental Service Agreement and to have established a Maximum Daily Volume equal to the average daily volume during the Customer's highest volume month in the previous 12 months.

(7) The Customer's historic monthly consumption will be used for the purpose of determining whether the Customer's peak usage is during December, January or February. The Company may, at its own expense, install the necessary equipment for determining if the Customer's peak daily usage occurs during December, January or February.

(8) Service under this Service Classification must commence during December, January or February. If a Customer requests and qualifies for SC 4 service during any month other than December, January or February, the Customer will receive gas service under another applicable service classification until the next December 1, at which time service under this Service Classification shall commence.

(9) Certain Customers qualifying for service hereunder may have the option to elect to receive Supplemental Gas Service from the Company under other Service Classifications. Customers may elect to receive Supplemental Service under other Service Classifications if their independent supply sources were fully secured prior to February 13, 1987. To qualify for this election, Customers must have had a contractual obligation prior to February 13, 1987 (i) to pay for the drilling of a gas well on their own property, or (ii) to pay for gas delivered from a third party at an established rate. The right to elect to receive supplemental service under other Service Classifications shall cease after the initial term of the contract with the third party vendor. Customers obtaining independent supply sources after February 13, 1987, do not qualify for the right to elect to receive Supplemental Service under other Service Classifications.

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SERVICE CLASSIFICATION No. 4 (Cont'd)

SUPPLEMENTAL SERVICE - Cont'd

H. UNAUTHORIZED DEFICIENCY IMBALANCE PENALTY:

If any Customer should take during any year a volume of gas in excess of the amount allowable under General Information Section 20 as hereinbefore set forth, the Customer shall pay to the Company a penalty of $3 for each Mcf of gas of such excess, which penalty shall be paid in addition to all other charges payable by the Customer hereunder.

The payment of a penalty for authorized deficiency imbalance shall not under any circumstances be considered as giving any such Customer the right to take unauthorized deficiency imbalance, not shall such payment be considered as a substitute for any other remedies available to the Company against the offending Customer for failure to respect its obligation to adhere to the provisions of its agreement with the Company.

If any Customer should take a volume of gas in contravention of curtailments imposed by the Company as contemplated in General Information Section 20.D., the Customer shall pay to the Company an additional penalty of $7 for each Mcf of such gas taken in violation of such curtailment such Customer the right to take unauthorized deficiency imbalance, nor shall such payment be considered as a substitute for any other remedies available to the Company against the offending Customer for failure to respect its obligation to adhere to the provisions of its agreement with the Company.

If any Customer should take a volume of gas in contravention of curtailments imposed by the Company as contemplated in General Information Section 20.D., the Customer shall pay to the Company an additional penalty of $7 for each Mcf of such gas taken in violation of such curtailment.

AGREEMENT FOR SERVICE
UNDER
SERVICE CLASSIFICATION NO. 4

_____, with its principal offices at _____ in the _____ of_____, (hereinafter "Customer") agrees to take, and National Fuel Gas Distribution Corporation, a New York corporation with its principal offices at 6363 Main Street, Williamsville, New York 14221, (hereinafter "Company"), agrees to render, service under the Company's Schedule for Service, P.S.C. No. 9 - Gas.

The service contracted for hereunder shall be rendered to the Customer's premises at _____ _____ in the _____ of _____, New York.

The Customer's Maximum Daily Volume is the maximum daily volume of gas delivered by the Company to the Customer during a single day during the winter period running from December 1 to February 28. The Maximum Daily Volume will be established at a level equal to the highest single day consumption during the first month of the first winter period that a customer receives service under SC 4.

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SERVICE CLASSIFICATION No. 4 (Cont'd)

SUPPLEMENTAL SERVICE - Cont'd

The Customer's Maximum Daily Volume will remain in effect for a twelve month period, unless reestablished as set forth herein, and will be used by the Company for billing purposes during that term. If, in a subsequent winter month, the Customer exceeds the previously established Maximum Daily Volume, then the Customer will be deemed to have reestablished a Maximum Daily Volume equal to the higher volume of gas delivered to the Customer. The reestablished volume shall be the Maximum Daily Volume for a twelve month period commencing with the first month that the demand component of this rate reflects the reestablished Maximum Daily Volume.

After the expiration of the twelve month period, a new Maximum Daily Volume will be established, as set forth above, based on the Customer's consumption during the next winter month.

The term of this Agreement is in the time period during which the Customer receives supplemental service from the Company.

A Customer may not terminate service under this Service Classification until the end of the term of the Agreement unless the Customer pays the Company the present value of the remaining monies to be paid for the demand component of the rate, discounted with an annual interest rate of 12%.

All of the rates, terms and conditions of said Service Classification No. 4, and all of the other provisions of said Schedule For Gas Service to the extent not inconsistent therewith, shall be a part of this Agreement, are hereby incorporated by reference as if set forth in full, and are subject to the jurisdiction and directives of the Public Service Commission of the State of New York.

By entering into this Agreement the Customer certifies that said Customer meets the eligibility criteria for Service Classification No. 4 specified in the “Applicable To Use of Service For” provisions thereof.

All notices, bill for service, and other correspondence pursuant to this Agreement shall be addressed to the following:

(1) To the Customer:

_____
_____
_____
_____

(2) To the Company:

Carl M. Carlotti, President
National Fuel Gas Distribution Corporation
6363 Main Street
Williamsville, NY 14221

The foregoing may be changed by properly given written notice.

Issued by C. M. Carlotti, President, 6363 Main Street, Williamsville, NY 14221
(Name of Officer, Title, Address)

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SERVICE CLASSIFICATION No. 4 (Cont'd)

SUPPLEMENTAL SERVICE - Cont'd

This Agreement is entered into as of the _____ day of _____, 20____.

Customer

By:_____

NATIONAL FUEL GAS DISTRIBUTION CORPORATION

By:_____

C. M. Carlotti
President

Received: 04/28/2017
Status: EFFECTIVE
Effective Date: 05/01/2017

SERVICE CLASSIFICATION No. 5

LOAD BALANCING TECHNOLOGY RATE

A. APPLICABLE TO USE OF SERVICE FOR:

Consumption of natural gas by a non residential Customer where the gas is used directly in the following types of equipment:

- Qualified Cogeneration Facilities,
- Gas Fired Cooling/Dehumidification;
- Natural Gas Motor Vehicles;
- Gas Fired Heat Pumps;
- Gas-Fired Environmental improvement technologies; or
- Gas-Fired Equipment which complements electric demand side management.

B. CHARACTER OF SERVICE:

Delivery and sale of firm, continuous, primarily natural gas, minimum B.T.U. content 1,000, normal pressure of not less than four inches water column.

C. RATE:

The rate has a demand component based on the peak winter month's consumption and a commodity component charging the Customer volumetrically for all gas delivered to the Customer.

(1) Demand Component –

The demand component shall be calculated as follows:

(D.M. x B.D.U.) + (P.G.D.C. x B.D.U.)

D.M. = Demand Margin
B.D.U. = Billing Demand Units
P.G.D.C. = Purchased Gas Demand Charge

The Demand Margin is provided in General Information Section 38.A. B.D.U. refers to Billing Demand Units, which is the peak billing month of the Customer during the winter period. The P.G.D.C. is equal to the average annual supplier demand and winter requirements charges included in the Company's rate under SC 1, SC 2, SC 3, SC 5, and SC 7 for the current billing month, expressed on a Billing Demand Unit basis.

(2) Commodity Component –

The commodity charge per Mcf for all gas consumed under this Service Classification is the base commodity charge provided in the General Information Section 38.A, plus the sum of the Average Monthly Commodity Cost of Gas and the Base Reserve Capacity Rate as defined in General Information Section 19, adjusted in accordance with the terms of that Section, plus the Merchant

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SERVICE CLASSIFICATION No. 5 (Cont'd)

LOAD BALANCING TECHNOLOGY RATE - Cont'd

Function Charge as specified in General Information 46.

(3) Delivery Adjustment Charge-

All gas delivered under this Service Classification shall be subject to surcharges, refunds or adjustments as set forth in General Information Section 38.B.(2).

D. DETERMINATION OF BILLING DEMAND UNITS:

The Customer's billing demand units ("B.D.U.") shall be calculated as follows:

$$\text{B.D.U.} = \text{Consumption during the peak billing month} \times 30 \div \text{Number of billed days in billing month}$$

The Customer's B.D.U. is established at the Customer's peak winter monthly usage for a billing month ending in December, January, February or March. Once the B.D.U. is established, the B.D.U. shall remain in effect for a 12-month period. In the event that the Customer subsequently exceeds the B.D.U. during billing months ending in December, January, February or March, then the B.D.U. shall be reestablished at the higher volume. The reestablished B.D.U. shall remain in effect and shall be used for billing the Customer for a 12-month period.

E. TERM:

Terminable by the Customer upon two (2) days' notice to the Company, provided, however that the Customer has been charged the most recently established demand component, if greater than zero, for twelve months. Terminable by the Company in the manner prescribed by law and the Rules and Regulations herein set forth.

F: INCREASE IN RATES IN MUNICIPALITY WHERE SERVICE IS SUPPLIED:

The rates and charges under this Service Classification including charges specified under Special Provisions of this Service Classification, Reserve Capacity Cost and Minimum Charge shall be increased pursuant to General Information Section 35 to reflect the tax rates applicable within the municipality where the Customer is taking service.

G: TERMS OF PAYMENTS:

All bills will be rendered on a monthly basis and are due and subject to a late payment charge in accordance with the provision of General Information Section 8.E. Payment for gas service may also be made in the manner prescribed in General Information Section 16 as hereinafter set forth.

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SERVICE CLASSIFICATION No. 5 (Cont'd)

LOAD BALANCING TECHNOLOGY RATE - Cont'd

H. SPECIAL PROVISIONS:

(1) Service is subject to the pertinent provisions of General Information Section 20 as hereinbefore set forth.

(2) Service under this Service Classification shall be separately metered. The expense of installing facilities necessary to accomplish such separate metering shall be borne by the Customer.

(3) Service under this Service Classification may commence on the first day of any billing month. If service is commenced during a non-winter month, the B.D.U. will be established at zero until such time that the Customer has consumption during a billing month ending in December, January, February or March.

I. UNAUTHORIZED DEFICIENCY IMBALANCE PENALTY:

If any Customer should take during any year a volume of gas in excess of the amount allowable under General Information Section 20 as hereinbefore set forth, the Customer shall pay to the Company a penalty of $3 for each Mcf of gas of such excess, which penalty shall be paid in addition to all other charges payable by the Customer hereunder.

The payment of a penalty for unauthorized deficiency imbalance shall not under any circumstances be considered as giving any such Customer the right to take unauthorized deficiency imbalance, nor shall such payment be considered as a substitute for any other remedies available to the Company against the offending Customer for failure to respect its obligation to adhere to the provisions of its Agreement with the Company.

If any Customer should take a volume of gas in contravention of curtailments imposed by the Company as contemplated in General Information Section 20.D., the Customer shall pay to the Company an additional penalty of $7 for each Mcf of such gas taken in violation of such curtailment.

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SERVICE CLASSIFICATION No. 6

INTERRUPTIBLE SUPPLEMENTAL SERVICE

A. APPLICABLE FOR SERVICE FOR:

Qualifying Customers of the Company who desire the Company to maintain the facilities to provide the Customer with natural gas service to supplement the Customer's independent supply of natural gas. A qualifying Customer must: (1) have an independent supply source of natural gas being made available to the Customer by way of a pipeline system independent of the Company's pipeline system; (2) have traditionally experienced their peak usage during December, January or February; and (3) have an independent supply of natural gas and/or other fuel source capable of meeting the Customer's full daily requirements during the months of December, January and February.

B. CHARACTER OF SERVICE:

Interruptible natural gas delivery and sales service to supplement the Customer's independent supply of natural gas, available to the Customer up to a specified volume; interruptible at the Company's discretion; primarily natural gas with minimum B.T.U. content 1,000, and normal pressure not less than four inches. Gas service will be provided when: (i) The Company's facilities and gas supply are adequate or can be economically provided to supply the Customer's requirements; (ii) Such service is not anticipated to jeopardize the Company's service to other Customers; and (iii) The Customer does not take service under any other service classification. All gas sold under this Service Classification shall be subject to interruption at the sole discretion of the Company.

C. RATE:

(1) The Customers receiving service under this Service Classification shall pay the same rates as they would under SC 3.

(2) Delivery Adjustment Charge
All gas delivered under this Service Classification shall be subject to surcharges, refunds or adjustments as set forth in General Information Section 38.B.(2).

D. MINIMUM CHARGE:

The minimum charge shall be that set forth in SC 3 will not be reduced or prorated for periods when service is interrupted by the Company.

E. TERM:

Terminable by the Customer on two (2) days' notice and terminable by the Company in the manner prescribed by law and the Rules and Regulations of the Commission.

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SERVICE CLASSIFICATION No. 6 (Cont'd)

INTERRUPTIBLE SUPPLEMENTAL SERVICE - Cont'd

F. TERMS OF PAYMENT:

All bills will be rendered on a monthly basis and are due and subject to a late payment charge in accordance with the provision of General Information Section 8.E. Payment for gas service may also be made in the manner prescribed in General Information Section 16 as hereinafter set forth.

G. SPECIAL PROVISIONS:

(1) Service is subject to the pertinent provisions of General Information Section 20 as hereinbefore set forth.

(2) Service under this Service Classification shall require monitoring on a daily basis. The expense of installing special meters or other devices necessary to accomplish daily monitoring shall be borne by the Customer.

(3) The authorized agents of the Company shall, at all reasonable times, have such free access to the premises of Customers receiving service under this Service Classification as may be necessary to confirm that no gas is used during periods of interruption.

(4) In no event shall a transportation arrangement by which the Company transports Customer-owned gas be construed as an independent source of natural gas for the purpose of qualifying for service under this Service Classification.

(5) The Customer’s historic monthly consumption will be used for the purpose of determining whether the Customer’s peak usage is during December, January or February. The Company may, at its own expense, install the necessary equipment for determining if the Customer’s peak daily usage occurs during December, January or February.

(6) The Company shall provide four hours notice that service to the Customer will be interrupted. The notice will be provided to the individual designated by the Customer to receive such notice. The Customer is required to provide the Company with the name and phone number of the individual the Company should contact to inform the Customer of an interruption of service. During a period of interruption, the Customer is prohibited from using gas service.

H. ADDITIONAL CHARGES:

A Customer who fails for any reason to switch its equipment from the use of gas service from the Company upon the oral or written request of the Company, or who interferes, in any manner, with the equipment which allows the Company to monitor the Customer’s gas usage, or who switches back to gas service from the Company before being notified by the Company that it may do so, or does not allow the Company or its representatives access, without notice, to the Customer's facilities for the purpose of determining if gas is being used during a period of interruption, shall, in addition to the rate specified in this Service Classification or elsewhere, pay $7.00/Mcf for all gas consumed during the period of interruption.

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SERVICE CLASSIFICATION No. 6 (Cont'd)

INTERRUPTIBLE SUPPLEMENTAL SERVICE - Cont'd

Furthermore, the Customer will automatically be reclassified as a firm supplemental service Customer for the succeeding twelve month period. The Company will bill the Customer under the firm Supplemental Service Classification (Service Classification No. 4) for a twelve month period with the first month being the month during which the Customer used gas during a period of interruption and the peak daily usage established during that month will be used for calculating the Customer's bill under that Classification.

Where a condition is experienced by the Customer which prevents the required transfer from gas service provided by the Company, the Customer agrees to immediately notify the Company, to take immediate action to correct such a situation, and to notify the Company when such condition has been corrected. In the event that such notification is given, the Customer shall have four (4) hours within which to correct such condition and Customer shall not be billed the additional charge for any gas used during such four-hour period if such condition is corrected within such period. The Customer, however, in that event, will be reclassified as a firm supplemental service customer for a twelve month period as previously set forth herein. The Company may waive the additional charge and/or the conversion to firm service as set forth herein if the Customer (i) notifies the Company as set forth above, (ii) identifies an unforeseeable condition outside the control of the Customer as the condition preventing the transfer from the Company's service, (iii) makes a good faith effort to immediately correct the problem and (iv) does not repeatedly encounter the same or similar condition.

The imposition of such additional charge shall not limit any rights of the Company to terminate gas service pursuant to any provision of the Company tariff. In the event that the Company finds that the interruption thereof would create a danger or threat to health or safety, the Company shall have the option to leave the Customer on gas service from the Company and such Customer shall be charged the additional charge for such consumption as provided herein.

I. UNAUTHORIZED DEFICIENCY IMBALANCE PENALTY:

If any Customer should take during any year a volume of gas in excess of the amount allowable under General Information Section 20 as hereinbefore set forth, the Customer shall pay to the Company a penalty of $3 for each Mcf of gas of such excess, which penalty shall be paid in addition to all other charges payable by the Customer hereunder.

The payment of a penalty for authorized deficiency imbalance shall not under any circumstances be considered as giving any such Customer the right to take unauthorized deficiency imbalance, not shall such payment be considered as a substitute for any other remedies available to the Company against the offending Customer for failure to respect its obligation to adhere to the provisions of its agreement with the Company.

If any Customer should take a volume of gas in contravention of curtailments imposed by the Company as contemplated in General Information Section 20.D., the Customer shall pay to the Company an additional penalty of $7 for each Mcf of such gas taken in violation of such curtailment.

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SERVICE CLASSIFICATION No. 7

SALES SERVICE FOR CUSTOMERS OPERATING NATURAL GAS VEHICLES

A. APPLICABLE TO USE OF SERVICE FOR:

Consumption of natural gas by a Customer or Natural Gas Vehicle User ("NGV(1) User") where the gas is used directly in a natural gas motor vehicle. As used in this rate schedule, an NGV(1) User is an entity that takes delivery of natural gas at a Company-Owned facility without having established an SC 7 Customer account.

B. RATE:

(1) A rate per 100 cubic feet shall be established each month for each of the categories set forth below, at the Company's discretion, but not less than the 100% load factor cost of gas, plus the Base Reserve Capacity Rate, plus the incremental operating cost incurred by the Company for operating Company-owned NGV compression equipment on a per Ccf basis, if any, plus $0.01 per 100 cu. ft., and not more than the 1,000 to 50,000 cubic feet block delivery rate available under the SC 3, plus the Monthly Gas Supply Charge, plus the Merchant Function Charge and the incremental operating cost incurred by the Company for operating Company-owned compression equipment on a per Ccf basis.

The 100% load factor cost of gas shall be as calculated in General Information Section 19.B.(2).c, and included in the Company's Monthly Gas Cost Statement.

Natural gas vehicle Customers are classified into the following categories:

NGV(1) All NGV(1) Users utilizing Company-owned filling facilities. A uniform rate shall be established each month within the parameters set forth above, for NGV(1) Users utilizing Company-owned filling facilities.

NGV(2) Natural gas vehicle Customers utilizing Customer-owned filling facilities. A uniform rate will be established each month, within the parameters set forth above, to Customers utilizing Customer-owned filling facilities.

(2) Delivery Adjustment Charge

All gas delivered under this Service Classification shall be subject to surcharges, refunds or adjustments as set forth in General Information Section 38.B.(2).

C. NOTIFICATION OF RATE:

The Company shall notify Customers served under this Service Classification of the rates to be effective for each month. Such notice will be given to Customers establishing an account under this Service Classification, and filed with the Department of Public Service, not less than three (3) business days prior to the beginning of the month for which the rates will be in effect. The Company shall notify

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;

SERVICE CLASSIFICATION No. 7 (Cont'd)

SALES SERVICE FOR CUSTOMERS OPERATING NATURAL GAS VEHICLES - Cont'd

NGV Users of the rates to be effective for each month at the point-of-sale.

D. INCREASE IN RATES IN MUNICIPALITY WHERE SERVICE IS SUPPLIED:

The rates and charges under this Service Classification including charges specified under Special Provisions of this service shall be increased pursuant to General Information Section 35 to reflect the tax rates applicable within the municipality where the Customer is taking service.

E. MINIMUM CHARGE:

None.

F. TERMS OF PAYMENT:

(1) NGV(1) Users shall be required to pay at the point of sale by credit and/or debit card.

(2) NGV(2) Customer bills are due and are subject to a late payment charge in accordance with the provisions of General Information Section 8.E.

G. SPECIAL PROVISIONS:

(1) Service is subject to the pertinent provisions of General Information Section 20 as hereinbefore set forth.

(2) Service under this Service Classification shall be separately metered. The expense of installing facilities necessary to accomplish such separate metering shall be borne by the Customer.

(3) The authorized agents of the Company shall, at all reasonable times, have such free access to the premises of the Customers receiving service under this Service Classification as may be necessary to confirm that gas supplied under this Service Classification is used only in natural gas vehicle filling equipment.

H. TERM:

Terminable by the Customer on two (2) days' notice to the Company and by the Company in the manner prescribed by law and the Rules and Regulations herein set forth.

I. UNAUTHORIZED DEFICIENCY IMBALANCE PENALTY:

If any Customer should take during any year a volume of gas in excess of the amount allowable under General Information Section 20 as hereinbefore set forth, the Customer shall pay to the Company a penalty of $3 for each Mcf of gas of such excess, which penalty shall be paid in addition to all other charges payable by the Customer hereunder.

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SERVICE CLASSIFICATION No. 7 (Cont'd)

SALES SERVICE FOR CUSTOMERS OPERATING NATURAL GAS VEHICLES - Cont'd

The payment of a penalty for unauthorized deficiency imbalance shall not under any circumstances be considered as giving any such Customer the right to take unauthorized deficiency imbalance, nor shall such payment be considered as a substitute for any other remedies available to the Company against the offending customer for failure to respect its obligation to adhere to the provisions of its Agreement with the Company.

If any Customer should take a volume of gas in contravention of curtailments imposed by the Company as contemplated in General Information Section 20.D., the Customer shall pay to the Company an additional penalty of $7 for each Mcf of such gas taken in violation of such curtailment.

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SERVICE CLASSIFICATION No. 8

RESIDENTIAL DISTRIBUTED GENERATION SERVICE

A. APPLICABLE TO USE OF SERVICE FOR:

Consumption of natural gas by a residential Customer where the gas is used directly for distributed generation ("DG").

In order to qualify for this Rate Schedule the Customer must provide proof of installation of a DG unit at their residence. If the Customer's monthly usage is below 100 Ccf during the months of May, June, July, August, September, October and November; and if the Customer's monthly usage is below 250 Ccf during the months of December, January, February, March and April, the Company may visit the Customer's location in order to verify that the Customer has installed an operable DG unit. The Customer will be removed from this Rate Schedule if it is determined that the Customer's DG unit is no longer in operation.

B. CHARACTER OF SERVICE:

(1) Customers Purchasing Gas Supply From Company

Continuous, primarily natural gas, minimum B.T.U. content 1,000, normal pressure not less than four (4) inches.

(2) Customers Purchasing Gas Supply from a Marketer

Transportation of Customer-owned gas from a Supplier that has met the qualifications of service under SC 19 - Transportation, Balancing and Aggregation Service. Transportation will be on a firm basis from a Company receipt point to the Customer's delivery point.

C. MONTHLY DELIVERY SERVICE RATES: (per month)

(1) Base Rates:

The rates for this Service Classification are provided in General Information Section 38.A.

(2) Delivery Adjustment Charge:

All gas delivered under this Service Classification shall be subject to surcharges, refunds or adjustments as set forth in General Information Section 38.B.(2).

D. MONTHLY COST OF GAS:

For Customers purchasing gas supply from the Company.

In addition to the above monthly delivery service charges, Customers purchasing their gas supply service from the Company will pay the 50% load factor Monthly Gas Supply Charges per 100 cu. ft. of gas supplied by the Company as calculated in General Information Section 19.B.(2).h.

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SERVICE CLASSIFICATION No. 8 (Cont'd)

RESIDENTIAL DISTRIBUTED GENERATION SERVICE - Cont'd

E. INCREASE IN RATES IN MUNICIPALITY WHERE SERVICE IS SUPPLIED:

The rates and charges under this Service Classification including charges specified under Special Provisions of this service shall be increased pursuant to General Information Section 35 to reflect the tax rates applicable within the municipality where the Customer is taking service.

F. TERMS OF PAYMENT:

All bills are due and are subject to a late payment charge in accordance with the provisions of General Information Section 8.E.

Payment for gas service may also be made in the manner prescribed in General Information Section 16 as hereinbefore set forth.

G. SPECIAL PROVISIONS:

(1) Applicable to both delivery service only and Customers also purchasing gas supply from the Company.

a. Customers served under this Service Classification receive firm service and shall have the same curtailment priority as all other firm residential Customers. Service is subject to the pertinent provisions of General Information Section 20 as hereinbefore set forth.

b. The authorized agents of the Company shall, at all reasonable times, have such free access to the premises of the Customers receiving service under this Service Classification as may be necessary to confirm that gas supplied under this Service Classification is used in DG equipment.

(2) Applicable to delivery service only Customers.

a. The Customer or Supplier shall be subject to all Special Provisions included in the SC 18 Rate Schedule included herein.

b. City Gate balancing requirements are governed by the terms of SC 19.

c. Burner tip imbalances are governed by the terms of SC 19.

H. TERM:

The Company and Customer shall enter into a service agreement for a term not less than one (1) year.

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SERVICE CLASSIFICATION No. 9

RESERVED FOR FUTURE USE

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SERVICE CLASSIFICATION No. 9 (Cont'd)

RESERVED FOR FUTURE USE

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SERVICE CLASSIFICATION No. 9 (Cont'd)

RESERVED FOR FUTURE USE

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SERVICE CLASSIFICATION No. 10

TRANSITIONAL PROPANE SERVICE

A. APPLICABLE TO USE OF SERVICE FOR:

Available for service throughout the territory served under this tariff. The Company will convert and provide propane service to Customers receiving natural gas service in the Company's service territory where the annualized cost of facility replacement is above the current annual revenue received from the existing Customer and the length of facilities required to be replaced is greater than 650 ft., and where such Customers have not chosen to pay the Monthly Facility Replacement Surcharge described in General Information Section 4.D. ("Transitional Propane Customers"). Transitional Propane Customers shall receive service under this rate schedule for a period not to exceed 5 (five) years. At the conclusion of the 5 (five) year service term under this service classification Traditional Propane Customers shall no longer be eligible for and shall not receive gas or propane service from the Company.

B. CHARACTER OF SERVICE

Propane service sufficient to meet the monthly requirements of the Customer.

C. RATES AND CHARGES

(1) Monthly Base Rates

a. Minimum Charge

Customers receiving service under this rate schedule shall pay a minimum charge equivalent to the minimum charge under the otherwise applicable SC 1 or SC 3 sales rate schedule.

b. Usage Charges

The usage charges shall be the current usage charges under the otherwise applicable SC 1 or SC 3 sales rate schedule.

(2) Delivery Adjustment Charge

All gas delivered under this Service Classification shall be subject to surcharges, refunds or adjustments as set forth in General Information Section 38.B.(2).

(3) Weather Normalization Adjustment

Rates under this service classification shall be subject to the weather normalization adjustment as set forth in Section 36, General Information.

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SERVICE CLASSIFICATION No. 10

TRANSITIONAL PROPANE SERVICE - Cont'd

D. PROPANE ADJUSTMENT FOR TRANSITIONAL PROPANE CUSTOMERS

Rates for Transitional Propane Customers shall include an annual adjustment equal to: 1) beginning in the second year of service Transitional Propane Customers shall be charged a Propane Adjustment equal to 20% of the difference between the cost of propane and the Company's cost of natural gas included in SC 1 and SC 3 sales rates; 2) beginning in the third year of service Transitional Propane Customers shall be charged a Propane Adjustment equal to 40% of the difference between the cost of propane and the Company's cost of natural gas included in SC 1 and SC 3 sales rates;

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SERVICE CLASSIFICATION No. 10 (Cont'd)

TRANSITIONAL PROPANE SERVICE - Cont'd

3) beginning in the fourth year of service Transitional Propane Customers shall be charged a Propane Adjustment equal to 60% of the difference between the cost of propane and the Company's cost of natural gas included in SC 1 and SC 3 sales rates; and 4) beginning in the fifth year of service Transitional Propane Customers shall be charged a Propane Adjustment equal to 84% of the difference between the cost of propane and the Company's cost of natural gas included in SC 1 and SC 3 sales rates.

E. INCREASE IN RATES IN MUNICIPALITY WHERE SERVICE IS SUPPLIED

The rates and charges under this Service Classification including charges specified under Special Provisions of this Service Classification, Delivery Adjustment and Monthly Gas Supply Charge shall be increased pursuant to General Information Section 35 to reflect the tax rates applicable within the municipality where the Customer is taking service.

F. MINIMUM CHARGE

Customers receiving service under this rate schedule shall pay a minimum charge as specified in the rate section of this tariff.

G. TERMS OF PAYMENT

All bills are due and are subject to a late payment charge in accordance with the provisions of General Information Section 8.E.

Payment for gas service may also be made in the manner prescribed in General Information Section 16 as hereinbefore set forth.

H. SPECIAL PROVISIONS

(1) Restrictions on Use

Service is subject to the pertinent provisions of General Information Section 20 as hereinbefore set forth.

(2) Determination of Monthly Billing Volumes

The monthly billing volumes shall be determined by converting the amount of propane delivered to the Customer during the month into the equivalent Ccf volume based on the BTU content of propane and natural gas. The propane and natural gas BTU conversion factors used shall be equal to those included in the monthly gas supply charge calculation.

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SERVICE CLASSIFICATION No. 10 (Cont'd)

TRANSITIONAL PROPANE SERVICE - Cont'd

(3) Conversion Allowance for EXISTING Customers

The Company shall pay the cost of converting an EXISTING Customer's appliances from natural gas to propane. In addition, at the conclusion of the five (5) year service term and upon termination of all Company Services to the EXISTING Customer, the Company shall pay such Existing Customer an amount equal to $1,000.

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SERVICE CLASSIFICATION No. 11

DEFICIENCY IMBALANCE SALES SERVICE FOR TRANSPORTATION CUSTOMERS

A. APPLICABLE TO USE FOR:

Sales of Company-owned gas to transportation service Customers to meet requirements in excess of volumes received for the account of Customer and re-delivered by Company pursuant to Customer's Transportation Service Agreement, or in excess of contracted level of standby service under SC 12.

B. CHARACTER OF SERVICE:

Interruptible sales service available only to the extent that service to Customers under firm sales classifications is not jeopardized or impaired.

C. RATE:

Rates charged to Customers under this Rate Schedule shall be applied to delivery deficiencies as listed below. Delivery deficiencies shall be equal to any delivery shortfalls between the amount of gas consumed by the Customer during the month less the amount of gas transported to the Customer under the Company's applicable transportation service rate schedules. The percentage deficiencies listed below shall be equal to the Customer's delivery deficiencies divided by the Customer's total monthly consumption.

As applicable for burner-tip deficiency imbalances under Service Classifications referencing SC 11:

Charges for all volumes between 0 – 2% Deficiency Range-	Total Gas Cost Rate per Ccf (Equivalent to Company's Weighted Average Cost of Gas)
Charges for all volumes above 2% Deficiency Range -	

(1) Authorized Periods

For Ccf deficiency imbalance sales in the months of April through October	110% of the per Ccf Total Gas Cost Rate for the month
For Ccf deficiency imbalance sales in the months of November through March	125% of the per Ccf Total Gas Cost Rate for the month

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SERVICE CLASSIFICATION No. 11 (Cont'd)

DEFICIENCY IMBALANCE SALES SERVICE FOR TRANSPORTATION CUSTOMERS - Cont'd

(2) Unauthorized Periods

For Ccf deficiency imbalance sales in the months of April through October	110% of the per Ccf Total Gas Cost Rate for the month plus $0.70 per Ccf
For Ccf deficiency imbalance sales in the months of November through March	125% of the per Ccf Total Gas Cost Rate for the month plus $0.70 per Ccf

For all other delivery deficiencies, including City Gate deficiency imbalances (where applicable), the rates set forth at subparagraph nos. (1) and (2) above shall apply for all volumes except during Unauthorized Periods on days when the Daily Index, as set forth in General Information Section 29, exceeds the Total Gas Cost Rate for the month. On these days, the deficiency imbalance sales rate shall be calculated using the Daily Index in place of the Total Gas Cost Rate in subparagraph no. (2) above. Similarly, for months during which an Unauthorized Periods is declared, when the Average Monthly Index, as set forth in General Information Section 29, exceeds the Total Gas Cost Rate for the month, the month end deficiency imbalance sales rate shall be calculated using the Average Monthly Index in place of the Total Gas Cost Rate in subparagraph no. (2) above.

(3) Increase in Rates in Municipality Where Service is Supplied

All rates and charges under this Service Classification shall be increased pursuant to General Information Section 35 to reflect the tax rates applicable within the municipality where the Customer is taking service.

D. SPECIAL PROVISIONS:

(1) Service is subject to the pertinent provisions under General Information Section 20.

(2) Deficiency imbalances shall be authorized unless the Company issues a Notice of Unauthorized Period, during which period the rates set forth under Paragraph 2, above shall apply. Notice shall be issued in a form and manner to be prescribed by the Company in its sole discretion according to operational considerations.

(3) A $7.00 per MCF additional charge during Unauthorized Periods shall be applied to deficiency imbalance volumes exceeding 5% of consumption before trading. The surcharge will be imposed only once per deficiency.

(4) Charges under this Rate Schedule are in addition to charges under SC 13 or SC 18.

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SERVICE CLASSIFICATION No. 12

STANDBY SALES SERVICE FOR TRANSPORTATION CUSTOMERS

A. APPLICABLE TO USE FOR:

Company Standby Sales service to transportation service Customers that have entered into a Standby Sales Service contract with the Company. Unless otherwise specified, this service is mandatory for all heating needs of Customers which heat any building solely by gas where persons reside, including apartment houses, prisons, dormitories, nursing homes, hospitals, hotels, and other buildings where persons may dwell on a permanent basis.

B. CHARACTER OF SERVICE:

Standby service shall permit the Customer to purchase deficiency imbalance gas from the Company on a firm basis, comparable to the quality of service provided to the Company's firm bundled service customers, subject to the curtailment steps. Service under this Rate Schedule shall be available only if the Company projects that sufficient volumes of gas will be available to the Company during the period of the contract to provide the level of service desired by the Customer, without jeopardizing the reliability of service to the Company's existing Customers receiving firm gas service.

C. MONTHLY RATES:

(1) Monthly Standby Demand Charge

The default Monthly Standby Demand Charge ("SB-DC") rate per Mcf contracted in the Standby Service Agreement shall be as listed below:

SB-DC(1)	125% of the per Mcf Demand Gas Cost Rate for the month.

The Company and the Customer may negotiate a higher or lower SB-DC than listed above on mutual agreement between the Company and the Customer.

(2) Monthly Standby Commodity Charge

The default Monthly Standby Commodity Charge ("SB-CC") rate per Mcf of Standby Service volumes consumed shall be as listed below:

SB-CC	For all Customers taking service under this Rate Schedule:	125% of the per Mcf Commodity Gas Cost Rate for the month.

The Company and the Customer may negotiate a lower SB-CC than listed above on mutual agreement between the Company and the Customer.

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SERVICE CLASSIFICATION No. 12 (Cont'd)

STANDBY SALES SERVICE FOR TRANSPORTATION CUSTOMERS - Cont'd

(3) Published Monthly Rate for Qualified Customers

The Company may establish rates lower than the default rates described above for specific groups of Customers provided that the Company files the qualification criteria and the applicable rate with the Public Service Commission not less than three business days prior to the beginning of the month for which the rate will be in effect.

(4) Miscellaneous Surcharges

Increase in Rates in Municipality Where Service is Supplied

All rates and charges under this Service Classification, including charges specified under the Special Provisions of this Service Classification and the Transportation Service Agreement, shall be increased pursuant to General Information Section 35, to reflect the tax rates applicable within the municipality where the Customer is taking service.

D. MONTHLY VOLUME:

(1) Demand

The monthly Mcf Demand volume of gas to which the Monthly Standby Demand Rate set forth above shall be applied, shall be specified for each month of the term of the Standby Service Agreement. For default contracts, the maximum month contract volume must be lesser than or equal to 200% of the average monthly contract volume for the annual term of the contract.

(2) Commodity

Customer's monthly consumption in excess of Customer's nominated sales service, if applicable, surplus transportation deliveries from prior months, and current month transportation deliveries, but not greater than the monthly contracted Demand volumes specified in the Standby Service Agreement. Customer's monthly consumption in excess of Customer's nominated monthly firm transportation sales requirement, excess Customer deliveries from prior months, current month transportation deliveries, and standby service volumes will be billed under the Deficiency Imbalance Sales Service rate schedule.

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SERVICE CLASSIFICATION No. 12 (Cont'd)

STANDBY SALES SERVICE FOR TRANSPORTATION CUSTOMERS - Cont'd

E. CONTRACT TERM:

The initial term of the Service Agreement for default-rate service hereunder shall be one year. After the initial term, the Service Agreement shall be renewed automatically for successive one-year terms thereafter unless the Customer or the Company terminates the Service Agreement by written notice thereof to the other more than sixty (60) days prior to the end of a term. If the Service Agreement is renewed automatically pursuant to the provisions of this Paragraph, then the volume of gas specified in the renewed Service Agreement shall be established at the volumetric level in effect immediately prior to the effective date of the renewed Service Agreement. The Company may terminate a Service Agreement at an earlier date as provided by law or by any provision of this tariff.

In addition, a Service Agreement may be modified at the request of a Customer to specify a greater level of service, subject to the Availability section of this Rate Schedule and subject to Special Provision No. 1 of this Rate Schedule.

F. SPECIAL PROVISIONS:

(1) Service is subject to the pertinent provisions of General Information Section 20 as hereinbefore set forth.

(2) Charges under this rate schedule are in addition to charges under SC 13 and SC 18.

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SERVICE CLASSIFICATION No. 13

DAILY METERED TRANSPORTATION (DMT) SERVICE

A. APPLICABLE TO USE FOR:

For non-critical Customers with an annual consumption greater than 5,000 Mcf per year under a single account where the Customer totally revokes its status as a firm Customer under SC 1 and SC 3 and enters into a Transportation Service Agreement with the Company.

For critical Customers (any buildings heated solely by natural gas where persons reside, including apartment houses, prisons, dormitories, nursing homes, hospitals, hotels and motels) with annual consumption greater than 5,000 Mcf per year under a single account where the Customer totally revokes status as firm sales Customer under SC 1 and SC 3, enters into a Transportation Service Agreement with the Company, and has contracted for Standby Service to meet the entire needs of its facility.

B. CHARACTER OF SERVICE:

Transportation of gas to Customers. Whether such transportation is firm or interruptible and the degree to which such service is firm or interruptible shall be determined in the transportation contract between the Company and the Customer. A Customer heating any building solely by gas where persons reside, including apartment houses, prisons, dormitories, nursing homes, hospitals, hotels, and other buildings where persons may dwell on a permanent basis shall only be allowed firm service under this Rate Schedule. The default level of service will be firm transportation service. Except insofar as the Customer contracts for Standby Sales Service or Firm Transportation Sales Service with respect to identified gas burning equipment, the Company has no obligation to secure gas supplies on behalf of the Customer, and the Customer will be permitted to draw upon the Company's gas supply only to the extent that the Company permits authorized deficiency imbalances. The Customer's ability to elect sales service under SC 1 and SC 3 upon termination of the Transportation Service Agreement will be subject to the availability of sufficient system gas supplies. The Customer must have installed the necessary electronic equipment, acceptable to the Company on all of the meters for the Customer's account, which allows the Company to monitor the Customer's daily usage of gas. The Customer is responsible for the operating costs associated with any third-party telecommunication or meter data collection services necessary for the Company to provide service. Customer may designate a Marketer (the "DMT Supplier") to be responsible for all balancing requirements, supply nominations and additionally, to aggregate any imbalances hereunder with similarly situated customers. If the DMT Supplier is not the Customer hereunder, service under this schedule shall be contingent on the Company's receipt of the DMT Supplier's signed acknowledgement of the rules and regulations governing SC 13 service.

C. RATE:

(1) Minimum Charge

The monthly Minimum Charge ("MC"), which includes the transportation charge for the first Mcf of gas transported by the Company and a billing charge for Customers receiving a bill from the Company, is provided in General Information Section 38.A. and is applicable to Customers based upon classifications contained therein.

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SERVICE CLASSIFICATION No. 13 (Cont'd)

DAILY METERED TRANSPORTATION (DMT) SERVICE - Cont'd

(2) Transportation Charge

The default Transportation Charge ("TC") rate per Mcf for all volumes over 1 Mcf delivered to the Customer is provided in General Information Section 38.A. and is applicable to Customers based upon classifications contained therein.

Rates lower than and terms different from the rates and terms shown on this schedule may be negotiated with the Company. Any such negotiated rates and terms shall be specified in the Customer's Transportation Service Agreement. The minimum rate level which may be established in negotiations is $0.1000 per Mcf.

The Company may also establish rates lower than the ceiling rates specified above for specific groups of Customers provided that the Company files the qualification criterion and the applicable rate with the Department of Public Service, not less than three business days prior to the beginning of the month for which the rate will be in effect. Provided, however, that the Company may increase said lowered default rate up to the maximum default rate at any time during the month twenty four hours after providing the Department of Public Service notice of such increase. The minimum rate level which may be established in negotiations is $0.1000 per Mcf.

(3) Daily Imbalance Charges

a. Daily Surplus Imbalances

As used in this Rate Schedule, "surplus imbalances" shall mean the amount by which the volume of gas delivered, to the Company for the Customer's account during the day, after adjustment for line losses and after elimination of volumes purchased from the Customer by the Company, exceeds the total amount of transportation service volumes taken by the Customer from the Company during the day. Such surplus imbalance shall be computed each day. The rates set forth below shall be applied to the daily surplus imbalance volume occurring during each day of the billing month.

If on any day a SC 13 Customer's/Marketer's imbalance exceeds 10% and the combined imbalance of all SC 13 Customers is above the initial surplus tolerance band, the SC 13 Customer's/Marketer's surplus in excess of 10% will be purchased by the Company ("cashed-out") according to the following price schedule:

10% to 15% at 90% of Index
15% to 20% at 85% of Index
> than 20% at 60% of Index

b. Daily Deficiency Imbalances

As used in this Rate Schedule, "deficiency imbalances" shall mean the amount by which

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SERVICE CLASSIFICATION No. 13 (Cont'd)

DAILY METERED TRANSPORTATION (DMT) SERVICE - Cont'd

the volume of gas delivered, to the Company for the Customer's account during the day after adjustment for line losses is less than the total amount of gas consumed by the Customer each day. The rates set forth below shall be applied to the daily deficiency volume occurring during each day of the billing month.

If on any day a SC 13 Customer's/Marketer's deficiency exceeds 10% and the combined deficiency imbalance of all SC 13 Customers exceeds 10% below the initial deficiency tolerance band, the SC 13 Customer's/Marketer's deficiency in excess of 10% will be cashed-out according to the following price schedule:

10% to 15% at 110% of Index
15% to 20% at 115% of Index
> than 20% at 140% of Index

(4) Month End Imbalance Cash Out

At the end of the month, a SC 13 Customer's/Marketer's Daily Surplus Imbalances and Daily Deficiency Imbalances that were not cashed-out will be summed into a net imbalance volume for the SC 13 Customer/Marketer. A Month End Deficiency Imbalance occurs when the net imbalance volume is a quantity less than zero (imbalance due to the Company) and a Month End Surplus Imbalance occurs when the net imbalance volume is a quantity greater than zero (imbalance due from the Company).

An SC 13 Customer/Marketer may exchange a month end Imbalance under its SC 13 Service Agreement as set forth in General Information Section 30.

Month End Surplus Imbalances and Month End Deficiency Imbalances not resolved via Exchange of Net Imbalances will be cashed-out as set forth in General Information Section 30.

(5) Index Price

The Index for the cash out of daily imbalances is the Daily Index set forth in General Information Section 29.

(6) Miscellaneous Surcharges

All gas delivered under this Service Classification shall be subject to surcharges, refunds or adjustments as set forth in General Information Section 38.B.(2).

(7) Discount for Business Development Rate Customers

Base rates applicable to Customers who have qualified for the Business Development Rate under SC 3 will be discounted as provided in General Information Section 38.A.

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SERVICE CLASSIFICATION No. 13 (Cont'd)

DAILY METERED TRANSPORTATION (DMT) SERVICE - Cont'd

(8) Discount for Certain Economic Development Zone and Excelsior Program Rate Customers
Base rates applicable to Customers who have qualified for the Economic Development Zone and Excelsior Program Rate under SC 3 will be discounted as provided in General Information Section 38.A.

Revocation of firm sales status pursuant to this Service Classification will not disqualify a Customer from eligibility for Economic Development Zone and Excelsior Program Rates.

D. OPERATIONAL FLOW ORDER ("OFO"):

The Company reserves the right to declare Operational Flow Orders as described in General Information Section 20.E.

E. DELIVERY COSTS INCURRED BY THE COMPANY:

In the event that the provision of transportation service to the Customer requires the Company to engage them services of other transporters of gas, an amount reflecting the costs incurred by the Company will be added to the applicable rate.

F. APPLICATION OF CONSUMPTION:

Customer's daily consumption will be applied first to the Customer's nominated daily firm transportation sales requirement, second to current daily third party transportation deliveries, and third volumes up to contracted monthly Standby Service. Volumes consumed in excess of the above will be billed pursuant to the deficiency imbalance requirements of this Rate Schedule.

G. TERMS OF PAYMENT:

All bills are due and are subject to a late payment charge in accordance with the provisions of General Information Section 8.E.

H. MINIMUM MONTHLY BILL:

The minimum monthly bill will be the appropriate Customer facility charge as listed above.

I. MAXIMUM DAILY QUANTITY:

The "Maximum Daily Quantity," as set forth in the Transportation Service Agreement, shall be the maximum quantity of natural gas in Mcf which the Company shall receive on any day from the customer.

Upon request of the Customer, the Company may receive on any day, volumes of gas in excess of the Maximum Daily Quantity in the Company's sole discretion. The Company shall not be obligated to receive during any single hour more than 1/24 of the Maximum Daily Quantity.

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SERVICE CLASSIFICATION No. 13 (Cont'd)

DAILY METERED TRANSPORTATION (DMT) SERVICE - Cont'd

J. SPECIAL PROVISIONS:

(1) The expense of installing facilities necessary to receive and meter gas delivered by or for the account of the Customer shall be borne by the Customer.

(2) Deliveries by or for the account of the Customer will be subject to the availability of sufficient pipeline capacity and will be made against line pressure at a maximum pressure to be designated by the Company from time to time in its sole discretion. Gas to be delivered to the Company shall not be compressed except where specifically permitted by the Company.

(3) Gas delivered by the Customer must satisfy the quality specifications set forth in the Transportation Service Agreement. Deliveries must be made at an appropriate Company facility located within the Territory described in Part I of this Schedule, or at another point or points acceptable to the Company.

(4) As allowance for losses incurred in the process of delivery, the Customer shall provide the Company with a volume of gas equal to the amount delivered to the Company, multiplied by the purchase method Factor of Adjustment set forth in General Information Section 38.B.(3). For transportation of gas purchased by the Customer from the Company under SC 11, SC 12, and SC 14, such allowance shall be recovered through the rate charged under SC 11, SC 12, and SC 14 and shall not be charged under this Rate Schedule.

(5) The Company reserves the right to suspend its receipt of gas on behalf of the Customer at any location if it believes that such action is required by its obligation to provide safe and adequate service to its Customers.

(6) The Customer may reserve firm transportation sales or standby status with respect to separately metered gas burning equipment identified in the Transportation Service Agreement. The expense of installing facilities necessary to accomplish such separate metering shall be borne by the Customer.

(7) The term of the Service Agreement for default-rate service hereunder shall be month-to-month unless cancelled by default of any terms or conditions hereof, or upon fifteen (15) days notice prior to the end of a term, or otherwise by mutual agreement.

(8) If an electric generation Customer takes gas service for delivery during a period of interruption, the Customer shall pay to the Company an additional twenty-five dollars ($25) per Mcf for such gas taken during the interruption period.

(9) Existing electric generation Customers that fail to comply with an interruption, and new electric generation Customers, shall install and pay for remotely operated valves or other equipment that is functionally equivalent to a remotely operated valve, including the cost of installing telemetric equipment for monitoring purposes.

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SERVICE CLASSIFICATION No. 13 (Cont'd)

DAILY METERED TRANSPORTATION (DMT) SERVICE - Cont'd

K. INCREASE IN RATES IN MUNICIPALITY WHERE SERVICE IS SUPPLIED

All rates and charges under this Service Classification, including charges specified under the Special Provisions of this Service Classification and the Transportation Service Agreement, shall be increased pursuant to Section 35, General Information, to reflect the tax rates applicable within the municipality where the Customer is taking service.

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SERVICE CLASSIFICATION No. 14

SALES SERVICE FOR TRANSPORTATION CUSTOMERS

A. APPLICABLE TO USE FOR:

Sales of Company owned gas to transportation service Customers.

B. CHARACTER OF SERVICE:

Sales service available to transportation Customers that have entered into a sales service contract with the Company. Whether such sales service is firm or interruptible and the degree to which such service is firm or interruptible shall be determined in the sales contract between the Company and the Customer. The default level of service will be interruptible sales service.

C. RATE:

(1) Sales Service Rate

The maximum default Sales Service Rate ("SSR") per Ccf consumed during the billing month shall be as listed below:

For Ccf of Sales Service in the months of April through October	110% of the per Ccf Total Gas Cost Rate for the month
For Ccf of Sales Service in the months of November through March	125% of the per Ccf Total Gas Cost Rate for the month

The Company may establish a lower default rate to be in effect during the month provided that the Company files the lower default rate with the Department of Public Service, not less than three (3) business days prior to the beginning of the month for which the rate will be in effect. Provided, however, that the Company may increase said lowered default rate up to the maximum default rate at any time during the month twenty four hours after providing the Department of Public Service notice of such increase.

The Company and the Customer may negotiate a lower SSR than listed above on mutual agreement between the Company and the Customer.

The Company and the Customer may also negotiate a fixed SSR for more than a single month. To the extent that the Company and the Customer have negotiated an SSR to be in place for more than one month, the SSR in subsequent months of the term of the negotiated contract between the Company and the Customer may exceed the maximum default SSR effective during any month.

The Company may also establish rates lower than the ceiling rates specified above for specific groups of Customers provided that the Company files the qualification criterion and the applicable rate with the Department of Public Service, not less than three business days prior to the beginning of the month for which the rate will be in effect. Provided, however, that the Company may increase said lowered default rate up to the maximum default rate at any time during the

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SERVICE CLASSIFICATION No. 14 (Cont'd)

SALES SERVICE FOR TRANSPORTATION CUSTOMERS - Cont'd

month twenty four hours after providing the Department of Public Service notice of such increase.

The Company may enter into at its sole discretion streaming arrangements with individual Customers or groups of Customers as defined in the Commission's Opinion No. 94-26 where non-participants would be worse off without the streaming transaction. Streaming arrangements may be entered into with Customers that are potential bypass Customers or where alternate fuel is installed and workable at the Customer's site. A demonstration of the alternate fuel operation must be performed with a Company representative present.

(2) Miscellaneous Surcharges

a. Increase in Rates in Municipality Where Service is Supplied

All rates and charges under this Service Classification shall be increased pursuant to General Information Section 35, to reflect the tax rates applicable within the municipality where the Customer is taking service.

D. CONTRACT TERM:

The term of the contract shall be negotiated between the Customer and the Company.

E. SPECIAL PROVISIONS:

(1) To the extent that gas supply over and above the SC 1, SC 3, SC 4, SC 5, SC 6, and SC 7 service requirements and existing contracted firm transportation requirements is not available to the Company at a price less than or equal to the default rate, the Company is under no obligation to enter into any new Sales Service Agreements or renew existing Sales Service Agreements at the end of their term.

(2) Nominations. Customer receiving service at any non-default rate herein must nominate the level of service requested. If the Customer will be transporting gas supplies during the month from third party sources in addition to the volumes transported under this Rate Schedule, Customer must nominate the level of default rate or negotiated sales service to be received under this Rate Schedule.

(3) Charges under this Service Classification are in addition to charges under SC 13 or SC 18 or other applicable rates, charges or schedules.

(4) For purpose of reference, the Company will continue publishing on a monthly basis the equivalent of the “Company Cost of Gas” which is the weighted average commodity cost of gas delivered to the Company through upstream pipelines as calculated in the Company’s monthly gas supply charge under General Information Section 19 above.

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SERVICE CLASSIFICATION No. 15

DISTRIBUTED GENERATION SERVICE

A. APPLICABLE TO USE OF SERVICE FOR:

Consumption of natural gas by a non-residential Customer where the gas is used directly for distributed generation ("DG") less than 50 megawatts, and the Customer is anticipated to maintain a load factor of 50% or greater for the DG facilities receiving service under this rate. The Company shall calculate the load factor for the DG facilities under this Rate Schedule at the Customer's annual contract anniversary date. If the Customer's annual load factor falls below 50 percent, the Customer shall be placed on the otherwise applicable Rate Schedule for consumption at the DG facility for a period of at least one (1) year. Provided, however, that the Customer may remain on this Rate Schedule when its annual load factor is below 50 percent if the Customer can provide mitigating circumstances why the load factor has fallen below 50 percent and the Customer can provide a reasonable demonstration that the future annual load factor will be above 50 percent.

B. CHARACTER OF SERVICE:

(1) Customers Purchasing Gas Supply from Company

Continuous, primarily natural gas, minimum B.T.U. content 1,000, normal pressure not less than four (4) inches.

(2) Customers Purchasing Gas Supply from a Marketer

Transportation of Customer-owned gas from a Supplier that has met the qualifications of service under SC 19 - Transportation, Balancing and Aggregation Service. Transportation will be on a firm basis from a Company receipt point to the Customer's delivery point.

C. MONTHLY DELIVERY SERVICE RATES: (per month)

(1) Base Rates:

a. Volumetric Rate Structure

Customers with DG units less than one (1) megawatt and Customers with DG units between one (1) and five (5) megawatts may elect to receive under a volumetric rate structure or a three part demand/commodity rate structure. The default level of service for these Customers will be the volumetric rate structure. The rates for this Service Classification are provided in General Information Section 38.A.

b. Three Part Demand/Commodity Rate Structure

Customers with DG units greater than five (5) megawatts shall receive service under the three part demand/commodity rate structure. Customers with DG units less than one (1) megawatt and Customers with DG units between one (1) and five (5) megawatts may elect to receive service under a three part demand/commodity rate structure. The rates

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SERVICE CLASSIFICATION No. 15 (Cont'd)

DISTRUBUTED GENERATION SERVICE – Cont'd

for this Service Classification are provided in General Information Section 38.A.

D. DELIVERY ADJUSTMENT CHARGE:

All gas delivered under this Service Classification shall be subject to surcharges, refunds or adjustments as set forth in General Information Section 38.B.(2).

E. MONTHLY COST OF GAS:

(1) For Customers billed under the Volumetric Rate Structure.

In addition to the above monthly delivery service charges, Customers purchasing gas supply service from the Company will pay the 70% load factor Monthly Gas Supply Charges per 100 cu. ft. of gas supplied by the Company as calculated in General Information Section 19.B.(2).f.

(2) For Customers billed under the Three Part Demand Commodity Rate Structure.

a. Natural Gas Supply Commodity Charges

In addition to the above monthly delivery service charges, Customers purchasing Gas supply service from the Company will pay the Monthly Average Commodity Cost Of Gas per 100 cu. ft. of gas supplied by the Company as calculated in General Information Section 19.B.(2).g.

b. Monthly Natural Gas Supply Demand Charges

In addition to the above monthly delivery service charges, Customers purchasing Gas supply service from the Company will pay the Monthly Natural Gas Supply Demand Charge per 100 cu. ft. as calculated in General Information Section 19.B.(2).g. of Maximum Daily Supply Contracted Demand as calculated in the Special Provisions section of this service.

F. INCREASE IN RATES IN MUNICIPALITY WHERE SERVICE IS SUPPLIED:

The rates and charges under this Service Classification including charges specified under Special Provisions of this service shall be increased pursuant to General Information Section 35, to reflect the tax rates applicable within the municipality where the Customer is taking service.

G. TERMS OF PAYMENT:

All bills are due and are subject to a late payment charge in accordance with the provisions of General Information Section 8.E.

Payment for gas service may also be made in the manner prescribed in General Information Section 16 as hereinbefore set forth.

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SERVICE CLASSIFICATION No. 15 (Cont'd)

DISTRIBUTED GENERATION SERVICE - Cont'd

H. SPECIAL PROVISIONS:

(1) Applicable to both delivery service only and Customers also purchasing gas supply from the Company.

a. Customers served under this Service Classification receive firm service and shall have the same curtailment priority as all other firm commercial and industrial Customers. Service is subject to the pertinent provisions of General Information Section 20 as hereinbefore set forth.

b. Service under this Service Classification shall be separately metered. Metering requirements shall be subject to the pertinent provisions of General Information Section 7 as hereinbefore set forth.

c. The authorized agents of the Company shall, at all reasonable times, have such free access to the premises of the Customers receiving service under this Service Classification as may be necessary to confirm that gas supplied under this Service Classification is used only in DG equipment.

d. Adjustment of the Maximum Daily Delivery Contracted Demand (“MDDCD”)
The MDDCD shall be established in the service agreement with the Customer receiving service under the three-part rate structure. Once the MDDCD is established, it shall remain in effect for a 12-month period. In the event that the Customer subsequently exceeds the MDDCD during the calendar months of December, January or February, the MDDCD shall be reestablished at the higher volume. The reestablished MDDCD shall remain in effect and shall be used for billing the Customer, for a 12-month period starting with the billing month following the day it was established.

e. Adjustment of the Maximum Daily Natural Gas Supply Contracted Demand (“MDSCD”)
The MDSCD shall be established in the service agreement with the Customer receiving service under the three-part rate structure. Once the MDSCD is established, it shall remain in effect for a 12-month period. In the event that the Customer subsequently exceeds the MDSCD during the calendar months of December, January or February, the MDSCD shall be reestablished at the higher volume. The reestablished MDSCD shall remain in effect, and shall be used for billing the Customer, for a 12-month period starting with the billing month following the day it was established.

(2) Applicable to delivery service only Customers.

a. The Customer or Supplier shall be subject to all Special Provisions included in the SC 18 Rate Schedule included herein.

b. City Gate balancing requirements are governed by the terms of SC 19.

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SERVICE CLASSIFICATION No. 15 (Cont'd)

DISTRIBUTED GENERATION SERVICE - Cont'd

c. Burner tip imbalances are governed by the terms of SC 19.

I. TERM:

The Company and Customer shall enter into a service agreement for a term not less than one (1) year.

J. UNAUTHORIZED DEFICIENCY IMBALANCE PENALTY:

If any Customer should take during any year a volume of gas in excess of the amount allowable under General Information Section 20 as hereinbefore set forth, the Customer shall pay to the Company a penalty of $3 for each Mcf of gas of such excess, which penalty shall be paid in addition to all other charges payable by the Customer hereunder.

The payment of a penalty for authorized deficiency imbalance shall not under any circumstances be considered as giving any such Customer the right to take unauthorized deficiency imbalance, nor shall such payment be considered as a substitute for any other remedies available to the Company against the offending Customer for failure to respect its obligation to adhere to the provisions of its agreement with the Company.

If any Customer should take a volume of gas in contravention of curtailments imposed by the Company as contemplated in General Information Section 20.D., the Customer shall pay to the Company an additional penalty of $7 for each Mcf of such gas taken in violation of such curtailment.

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SERVICE CLASSIFICATION No. 16

BYPASS RESPONSE - INDIVIDUALLY NEGOTIATED CONTRACTS FOR TRANSPORTATION SERVICE FOR CUSTOMERS OPERATING LARGE COGENERATION FACILITIES

A. APPLICABLE TO USE OF SERVICE FOR:

All Customer-owned gas transported by the Company pursuant to a valid transportation agreement between the Customer and the Company. The gas will be transported for the Customer's exclusive use in a facility having annual consumption in excess of 200,000,000 cubic feet.

B. CHARACTER OF SERVICE:

Interruptible transportation of Customer-owned gas. Except insofar as the Customer reserves sales status with respect to the facility, the Company has no obligation to secure gas supplies on behalf of the Customer or make gas supplies available to the Customer, and the Customer will be permitted to draw upon the Company's system supply only to the extent that service to Customers under other service classifications is not jeopardized or impaired. The Customer's ability to resume sales service upon termination of the Transportation Agreement will be subject to the availability of sufficient system supplies and to General Information Section 20.

C. QUALIFYING CUSTOMERS:

Customers qualifying for this rate must meet the following requirements

(1) the Customer must totally revoke its right to firm service under the Company's tariff for all consumption by the facility.

(2) the Customer must have equipment installed capable of providing a suitable back-up energy supply or the facility must have alternate fuel capability.

(3) the Customer must have installed the necessary electronic equipment, acceptable to the Company, which allows the Company to monitor the Customer's daily usage of gas.

(4) the Company has determined that bypass of the Company is a real possibility.

D. RATE: (per month)

The rate and terms shall be the subject of a special contract negotiated between the Company and the Customer Negotiated Contracts at similar overall terms shall be available to all similarly situated Customers.

E. MINIMUM RATE:

A rate sufficient to recover all incremental costs over the term of the contract plus a reasonable contribution to overall system costs.

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SERVICE CLASSIFICATION No. 16 (Cont'd)

BYPASS RESPONSE - INDIVIDUALLY NEGOTIATED CONTRACTS FOR TRANSPORTATION SERVICE FOR CUSTOMERS OPERATING LARGE COGENERATION FACILITIES - Cont'd

F. MAXIMUM RATE:

SC 18 Transportation Ceiling Rate

G. TERM OF TRANSPORTATION AGREEMENT:

The Company and Customers shall enter into a Transportation Agreement. The term of each contract shall be the subject of negotiation between the parties.

H. DELIVERY COSTS INCURRED BY THE COMPANY:

In the event that the provision of transportation service to the Customer requires the Company to engage the services of other transporters of gas, an amount reflecting the costs incurred by the Company will be added to the applicable rate.

I. APPLICATION OF CONSUMPTIONS:

(1) a. Deficiency Imbalances: Where aggregate consumption is greater than deliveries of Customer-owned gas to the Company.

b. Surplus Imbalances: Where aggregate consumption is less than deliveries of Customer-owned gas to the Company.

(2) The Customer's monthly consumption will be applied first to the Customer's nominated sales gas requirement for that month, second to excess Customer deliveries from the prior month, and third to current month transportation.

(3) Volumes consumed in excess of the above will be billed pursuant to the section entitled "Deficiency Imbalances."

(4) Volumes delivered in excess of volumes consumed will be subject to purchase by the Company and charges pursuant to the Section entitled "Surplus Imbalances."

J. INCREASE IN RATES IN MUNICIPALITY WHERE SERVICE IS SUPPLIED:

All rates and charges under this Service Classification, including charges specified under the Special Provisions of this Service Classification, Deficiency Imbalances, Surplus Imbalances, and the Transportation Agreement, shall be increased pursuant to General Information Section 35, to reflect the tax rates applicable within the municipality where the Customer is taking service. This Section shall not apply to any delivery costs incurred by the Company to have other parties transport gas on the Customer's behalf.

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SERVICE CLASSIFICATION No. 16 (Cont'd)

BYPASS RESPONSE - INDIVIDUALLY NEGOTIATED CONTRACTS FOR TRANSPORTATION SERVICE FOR CUSTOMERS OPERATING LARGE COGENERATION FACILITIES - Cont'd

K. TERMS OF PAYMENT:

All bills are due and are subject to a late payment charge in accordance with the provisions of General Information Section 8.E.

L. MINIMUM MONTHLY BILL:

None.

M. REVENUE CREDIT:

All gas transported under this Service Classification shall be subject to the Revenue Credits identified in the Statement of Revenue Credits filed with the Commission.

N. MINIMUM CONTRACT VOLUME:

The “Minimum Contract Volume” shall be 200,000 Mcf annually. If the Customer’s consumption, subject to the transportation rate (“transportation consumption”), during the term of the Transportation Service Agreement is less than 200,000 Mcf annually, the Customer will be charged the difference between 200,000 Mcf annually and the Customer’s transportation consumption during said term, multiplied by the applicable Transportation Rate.

O. CHARGES FOR BURNER TIP SURPLUS IMBALANCES:

As used in this Rate Schedule, “surplus imbalances” shall mean the cumulative amount by which the volume of gas delivered, since the commencement of transportation service by the Company for the Customer under any rate schedule, to the Company for the Customer’s account, after adjustment for line losses and after elimination of volumes purchased from the Customer by the Company, exceeds the total amount of transportation service volumes taken by the Customer from the Company under any Rate Schedule since the commencement of transportation service for the Customer by the Company. Such cumulative surplus imbalances will reflect any Exchange of Net Imbalances, as described below, and shall be computed as of the end of each billing month.

If, at the end of any billing month, the Customer has a surplus imbalance, i.e. deliveries in excess of the volume of SC 16 service gas transported to the Customer by the Company during the billing month, the Customer shall be charged for such surplus imbalances. The surplus imbalance rates for this Service Classification are provided in General Information Section 38.A.

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SERVICE CLASSIFICATION No. 16 (Cont'd)

BYPASS RESPONSE - INDIVIDUALLY NEGOTIATED CONTRACTS FOR TRANSPORTATION SERVICE FOR CUSTOMERS OPERATING LARGE COGENERATION FACILITIES - Cont'd

P. BURNER TIP DEFICIENCY IMBALANCES:

Deficiency imbalances, when available, will be billed at the SC 11 sales rate, unless otherwise provided by mutual agreement.

The Company will curtail deficiency imbalances before it imposes any curtailments on its gas sales Customers under General Information Section 20.E. Upon notice from the Company that deficiency imbalances will not be available, the Customer must control its usage and deliveries to ensure that further deficiency imbalances do not occur during the time period specified. The Customer shall pay to the Company an additional penalty of $7.00 for each Mcf of deficiency imbalances taken in violation of such curtailment.

Q. MONTH END BURNER TIP BALANCING, IMBALANCE EXCHANGE AND CASH OUT:

Month end burner tip imbalances, excluding deficiency imbalances billed at the SC 11 sales rate as described above, will be resolved as follows:

a. Aggregated Customers or Direct Customers

Burner tip imbalances are governed by the terms of SC 19.

b. Non-aggregated Customers

A Customer may exchange a month end imbalance due the Company under its SC 16 Service Agreement with an imbalance due from an Imbalance Holder as set forth in General Information Section 30 but is not subject to the cash out provisions contained therein.

R. DELIVERIES OF SURPLUS IMBALANCES DURING SUBSEQUENT MONTHS:

The Company shall have the right to purchase, without further notice, the amount of gas above the in excess of 5% of the volume of SC 16 service gas transported to the Customer by the Company in the billing month at a rate equal to the lowest commodity price the Company offers to pay for monthly spot purchases of gas produced directly into the Company's system.

The Customer will have the opportunity to elect that the Company cash out its imbalance at the end of the trading period. The Customer must nominate the cash out choice each month if it desires month-end imbalance positions to be cashed out. The Company may elect not to satisfy cash-out purchase requests or cash out sales requests during a month.

When operationally feasible, and only if, in the sole judgment of the Company, such transaction will not jeopardize or impair service to firm service Customers, the Company may allow a transportation Customer to receive net surplus imbalances of a SC 16 Customer for transportation to the Customer

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SERVICE CLASSIFICATION No. 16 (Cont'd)

BYPASS RESPONSE - INDIVIDUALLY NEGOTIATED CONTRACTS FOR TRANSPORTATION SERVICE FOR CUSTOMERS OPERATING LARGE COGENERATION FACILITIES - Cont'd

within Company's territory in later months. The Customer must elect this option in writing or the Company may purchase said surplus volumes.

S. IMBALANCE RESOLUTION THROUGH ESS TRANSFER

A non-aggregated Customer is permitted to reduce or eliminate a burner tip deficiency imbalance by transferring gas from the account of the party that nominates supply deliveries on behalf of the Customer (the "Supplier") for Enhanced Storage Service ("ESS") on NFGSC to the Company's ESS account, provided that the Supplier has met its ESS end of the month target during the month of such deficiency and the transfer transaction results in an inventory balance above the end of the month target. Further, the Supplier will be responsible for reimbursing the Company for any NFGSC trading fees as well as the applicable shrinkage and commodity transportation and storage withdrawal costs associated with the transfer of gas to the Company's ESS storage account.

T. CITY GATE BALANCING:

(1) Supplier Responsibility

City Gate balancing requirements shall be the responsibility the Supplier. If the Supplier is not the Customer hereunder, service under this Service Classification shall be contingent on the Company's receipt of the Supplier's signed acknowledgment of the rules and regulations governing City Gate balancing as set forth below.

(2) City Gate Balancing Services, Rules and Regulations

Receipt of natural gas under this Service Classification shall be limited to the DDQ for individual transportation service Customers or, in the case of aggregation, the ADDQ for all Customers in a STBA Group as provided in Service Classification No. 19. The Customer must deliver or cause to be delivered at the City Gate the DDQ for each day of the month, within the tolerance band described below.

a. Aggregated Customers

City Gate balancing requirements for Customers receiving aggregation service are governing by the Rules and Regulations set forth in Service Classification No. 19.

b. Non-aggregated Customers

The DDQ shall be the amount forecasted to be consumed by the Customer. The Company may reject nominations in excess of two times the current daily average delivered volume, as calculated in compliance with the Company's operating procedures. An explanation of the Company's operating procedures with respect to this balancing requirement will be served on the Supplier upon request. The tolerance band may be

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SERVICE CLASSIFICATION No. 16 (Cont'd)

BYPASS RESPONSE - INDIVIDUALLY NEGOTIATED CONTRACTS FOR TRANSPORTATION SERVICE FOR CUSTOMERS OPERATING LARGE COGENERATION FACILITIES - Cont'd

adjusted during the period of an OFO.

U. OPERATIONAL FLOW ORDER ("OFO"):

The Company reserves the right to declare Operational Flow Orders as described in General Information Section 20.E.

V. MAXIMUM DAILY QUANTITY:

The "Maximum Daily Quantity", as set forth in the Transportation Service Agreement, shall be the maximum quantity of natural gas in Mcf which the Company shall receive on any day from the Customer.

Upon request of the Customer, the Company may, at the Company's sole discretion, receive on any day, volumes of gas in excess of the Maximum Daily Quantity. The Company shall not be obligated to receive during any single hour more than 1/24 of the Maximum Daily Quantity.

W. SPECIAL PROVISIONS:

(1) The expense of installing facilities necessary to receive and meter gas delivered by or for the account of the Customer shall be borne by the Customer.

(2) Deliveries by or for the account of the Customer will be subject to the availability of sufficient pipeline capacity and will be made against line pressure at a maximum pressure to be designated by the Company from time to time in its sole discretion. Gas to be delivered to the Company shall not be compressed except where specifically permitted by the Company.

(3) Gas delivered by the Customer must satisfy the quality specifications set forth in the Transportation Service Agreement. Deliveries must be made at an appropriate Company facility located within the territory described in Part I of this Schedule, or at another point or points acceptable to the Company.

(4) If a Customer receiving gas transported by the Company uses less than the amount of gas delivered into the Company's system for transportation to such Customer ("surplus imbalances"), the Customer receiving gas transported by the Company may use such gas during the banking/balancing period defined below, following which the Company shall have the right, but not the obligation, to purchase remaining surplus imbalances of gas from the Customer at a rate equal to the Company's average commodity cost of locally-produced gas during the current month. The banking/balancing period shall be the three billing months after the billing month in which the Company received surplus imbalances in behalf of the Customer.

(5) As allowance for losses incurred in the process of delivery, the Customer shall provide the Company with a volume of gas equal to the current Public Service Commission authorized lost and unaccounted for percentage of the amount delivered to the Company. In the alternative, the

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BYPASS RESPONSE - INDIVIDUALLY NEGOTIATED CONTRACTS FOR TRANSPORTATION SERVICE FOR CUSTOMERS OPERATING LARGE COGENERATION FACILITIES - Cont'd

parties may establish a loss allowance appropriate under the circumstances.

(6) The Company reserves the right to suspend its receipt of gas on behalf of the Customer at any location if it believes that such action is required by its obligation to provide safe and adequate service to its Customers.

(7) The Customer may receive sales service or transportation service from the Company for other gas burning equipment or appliances at the premises. The qualified cogeneration facilities and all other facilities must be separately metered. The expense of installing facilities necessary to accomplish such separate metering, along with the electronic equipment necessary to monitor the Customer's daily usage of gas, shall be borne by the Customer.

(8) The Company shall provide four hours notice that service to the Customer will be interrupted. The notice will be provided to the individual designated by the Customer to receive such notice. The Customer is required to provide the Company with the name and phone numbers of the individual the Company should contact to inform the Customer of an interruption of service. During a period of interruption, the Customer is prohibited from using gas service for the cogeneration facility. If the Customer takes gas service during a period of interruption, the Customer shall pay to the Company an additional $7.00 per Mcf for such gas taken during the interruption period.

(9) The Customer is required to provide the Company such information and documentation that the Company reasonably requests to calculate the adjustments to the rate. Such information and documentation shall be provided to the Company, in writing, within 30 days of when the Company makes said request. The Company will provide written notice to the Customer of any adjustment to the rate.

(10) For Customers that utilize distillate fuel oil as their alternate fuel source or are human needs Customers, on or before November 1 of each year, the Customer is required to

a. be contractually and physically capable and ready to withstand an interruption of utility-provided natural gas sales or delivery service to its facility; or

b. maintain alternative fuel supply necessary to meet its operating requirements in the event of interruption hereunder. For purposes of this subsection, alternate fuel supply "necessary to meet its operating requirements" shall be provable storage capacity and alternate fuel on hand to withstand interruptions of service for at least ten (10) consecutive days. If a Customer's on-site storage capacity is less than ten (10) days' supply, a full tank will be required plus a showing that firm arrangements have been made to replenish the fuel during winter periods as it nears depletion. Customers will be responsible for subsequent refills from any alternate fuel source not dependent upon spot market purchases.

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SERVICE CLASSIFICATION No. 16 (Cont'd)

BYPASS RESPONSE - INDIVIDUALLY NEGOTIATED CONTRACTS FOR TRANSPORTATION SERVICE FOR CUSTOMERS OPERATING LARGE COGENERATION FACILITIES - Cont'd

W. SPECIAL PROVISIONS: Cont'd

The Customer shall demonstrate its compliance with this requirement upon the request of the Company. If, as determined by the Company, the Customer is not in compliance with this requirement, the Company shall charge the Customer, in addition to the charges previously specified in this tariff (including any penalty charges for failure to interrupt), a rate equal to 110% of the oil gas equivalent price (as published in the Journal of Commerce) for all usage beginning on November 1 and until the Customer demonstrates compliance. Upon such a demonstration, the additional charge shall end.

X. TRANSPORTATION AGREEMENT:

Two copies of each Transportation Agreement shall be filed with the Public Service Commission at least thirty (30) days prior to becoming effective. A summary of each Transportation Agreement shall be appended to this tariff rate schedule, Service Classification No. 16.

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SERVICE CLASSIFICATION No. 17

BASIC GAS-FOR-ELECTRIC-GENERATION-SERVICE TARIFF

A. APPLICABLE TO USE OF SERVICE FOR:

All Customer-owned gas transported by the Company pursuant to a valid Transportation Agreement between the Customer and the Company. The gas will be transported for the Customer's exclusive use in a dual fueled electric generation facility having capacity of at least 50 Mega Watts.

B. CHARACTER OF SERVICE:

Interruptible transportation of Customer-owned gas. Service may be interrupted for a maximum of thirty (30) days during the calendar year at the discretion of the Company. The level of interruptibility may be higher than thirty (30) days where the Company has determined that the system cannot reliably provide 335 days of uninterrupted service to the Customer. Except insofar as the Customer reserves firm sales status with respect to the electric generation facility, the Company has no obligation to secure gas supplies on behalf of the Customer or make gas supplies available to the Customer, and the Customer will be permitted to draw upon the Company's system supply only to the extent that firm service to Customers under other Service Classifications is not jeopardized or impaired. The Customer's ability to resume firm sales service upon termination of the Transportation Service Agreement will be subject to the availability of sufficient system supplies and to General Information Section 20.

C. QUALIFYING CUSTOMERS:

Customers qualifying for this rate must meet the following requirements:

(1) The Customer must own or operate an electric generation facility having a capacity of at least 50 Mega Watts;

(2) The Customer must totally revoke its right to firm service under the Company's tariff for all consumption by the electric generation facility;

(3) The Customer must have equipment installed capable of providing a suitable back-up energy supply or the electric generation facility must have alternate fuel capacity;

(4) The Customer must have installed the necessary electronic equipment, acceptable to the Company, which allows the Company to monitor the Customer’s daily usage of gas.

D. BASE RATE:

The rates for this Service Classification are provided in General Information Section 38.A.

Base rates and terms different from the rates and terms shown in this Schedule may be negotiated with the Company when competitive and operational circumstances warrant.

SERVICE CLASSIFICATION No. 17 (Cont'd)

BASIC GAS-FOR-ELECTRIC-GENERATION-SERVICE TARIFF - Cont'd

E. ADJUSTMENT OF THE RATE:

The base rate per Mcf transported shall be adjusted each month by the currently effective Value-Added Charge ("VAC") for the month as determined below. The VAC shall be updated annually and will be in effect each May 1 for an annual 12-month time period. In no circumstances shall the level of adjustment lead to a unit rate for the month of less than the base rate per Mcf. The VAC shall be determined annually for each Customer based on historical and projected usage for each customer and the appropriate heat rate for the Customer's facility. Annual filings recalculating a Customer's VAC shall be made 60 days after the VAC year. The VAC year shall be the 12 months ended December 31. The equations for determining the VAC and the definition of the variables included in the equations are provided below.

VAC = TYVAC + VACREC

BYSS = Base year spark spread. Average hourly spark spread for the first full year of operation of the New York Independent System Operator ("NYISO"). A single BYSS per MWH shall be established for each of four proxy heat rate tiers as defined below. The hourly electric prices used in calculating the BYSS shall be the real time electric prices for the Western Zone of the NYISO. The gas prices used in calculating the BYSS shall be based on the daily market price of gas reported in SNL for Dominion S. The market price of gas shall be the average of the mid-point price and high price. The daily market price of gas shall be converted to a MWH equivalent for each heat rate defined below. The BYSS shall be the average for the year of each hourly difference between market price of electricity and the market price of natural gas.

TYVAC = Test Year Value Added Charge. The TYVAC shall be the sum of the positive monthly VAC values calculated for the test year divided by the total consumption of the Customer during the test year. The monthly VAC values for the test year shall be the sum of the multiplication for each hour of the month of the MWH produced based on the assumed heat rate and the Customer's metered hourly consumption by 5% of the differences between the hourly spark spreads and the BYSS. The test year shall be the most recent 12 month ended December period that the Customer received service under this rate schedule. If the Customer's facility was not fully operational at the start of the test year, the Customer will be assigned a TYVAC equal to the average TYVAC for all Customers whose facilities were operational for the 12 months within the applicable heat rate tier level.

VACREC = VAC Reconciliation. The VAC REC shall be the result of dividing the difference between the actual TYVAC charges collected from the Customer during the test year and the sum of the positive monthly VAC values calculated for the test year by the total consumption of the Customer during the test year. The VACREC may be positive or negative.

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SERVICE CLASSIFICATION No. 17 (Cont'd)

BASIC GAS-FOR-ELECTRIC-GENERATION-SERVICE TARIFF - Cont'd

The following heat rate tiers will be used for purposes of calculating the VAC. Customers will be assigned the most appropriate heat rate tier based on the operational characteristics of the electric generation equipment of their facility. The four heat rate tiers shall be:

TIER 1:	17.5 mm	BTU/kW-hour for older simple cycle peaking units
TIER 2:	11.0 mm	BTU/kW-hour for Rankine cycle steam units
TIER 3:	10.0 mm	BTU/kW-hour for new, simple cycle peaking units
TIER 4:	7.4 mm	BTU/kW-hour for combined cycle plants

Rate adjustment terms different from the terms shown in this Section may be negotiated with the Company when competitive and operational circumstances warrant.

F. TERM OF TRANSPORTATION AGREEMENT:

The Company and Customer shall enter into a Transportation Agreement for a term not less than five (5) years. The term of each contract shall be the subject of negotiation between the parties, except that the rate shall not change, but for adjustments, during the five (5) year term.

G. DELIVERY COSTS INCURRED BY THE COMPANY:

In the event that the provision of transportation service to the Customer requires the Company to engage the services of other transporters of gas, an amount reflecting the costs incurred by the Company will be added to the applicable rate.

H. APPLICATION OF CONSUMPTION:

The Customer's daily consumption will be applied first to the Customer's nominated daily firm transportation sales requirement, second to excess Customer deliveries from the prior month (the Company may limit deliveries of previous month’s excess if in the Company’s sole judgment, service to firm Customers would be jeopardized), third to current daily third party transportation deliveries and fourth volumes up to contracted monthly stand-by service. Volumes consumed in excess of the above on any day will be billed pursuant to the Section entitled "Deficiency Imbalance Volumes."

I. INCREASE IN RATES IN MUNICIPALITY WHERE SERVICE IS SUPPLIED:

All rates and charges under this Service Classification, including charges specified under the Special Provisions of this Service Classification and the Transportation Service Agreement shall be increased pursuant to General Information Section 35 to reflect the tax rates applicable within the municipality where the Customer is taking service. This Section shall not apply to any delivery costs incurred by the Company to have other parties transport gas on the Customer's behalf.

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SERVICE CLASSIFICATION No. 17 (Cont'd)

BASIC GAS-FOR-ELECTRIC-GENERATION-SERVICE TARIFF - Cont'd

J. TERMS OF PAYMENT:

All bills are due and are subject to a late payment charge in accordance with the provisions of General Information Section 8.E.

K. MINIMUM MONTHLY BILL:

As specified in the Transportation Service Agreement between the Customer and the Company.

L. MINIMUM CONTRACT VOLUME:

No less than fifty percent (50%) of the electric generator's maximum annual quantity.

M. BALANCING REQUIREMENTS:

Customers receiving service under this rate schedule are required to balance their deliveries of natural gas to the system for their account and the actual daily usage of gas by their account on a daily basis. Subject to system requirements and the projected operation of the electric generation facility, the Company may require deliveries to match facility usage on an hourly basis.

Balancing requirements shall be the responsibility of the party that nominates supply deliveries on behalf of the Customer (the "Supplier"). If the Supplier is not the Customer hereunder, service under this Service Classification shall be contingent on the Company's receipt of the Supplier's signed acknowledgment of the rules and regulations governing balancing as set forth below.

Daily imbalances greater than 2%, except as set forth below, are subject to cash out. The Index for the cash out of daily imbalances is the Daily Index set forth in General Information Section 29.

N. DAILY SURPLUS IMBALANCES:

As used in this rate schedule, Daily Surplus Imbalances shall be defined as daily deliveries for the Customer's account in excess of daily usage.

For daily surplus imbalances greater than 2% of actual daily usage the Customer's surplus in excess of 2% will be purchased by the Company ("cashed-out") according to the following price schedule:

2% to 15% at 90% of Index
15% to 20% at 85% of Index
> than 20% at 60% of Index

When operationally feasible, and only if, in the sole judgment of the Company, such transaction will not jeopardize or impair service to firm Customers, the Company may allow surplus imbalances associated with the Customer's account under this Service Classification to be nominated and delivered for the Customer's usage under this account.

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SERVICE CLASSIFICATION No. 17 (Cont'd)

BASIC GAS-FOR-ELECTRIC-GENERATION-SERVICE TARIFF - Cont'd

O. DAILY DEFICIENCY IMBALANCES:

As used in this rate schedule, Daily Deficiency Imbalances shall be defined as daily deliveries for the Customer's account that is less than daily usage. For daily deficiency imbalances greater than 2% for the actual usage the Customer shall purchase gas from the Company. The deficiency in excess of 2% will be cashed-out according to the following price schedule:

2% to 15% at 110% of Index
15% to 20% at 115% of Index
> than 20% at 140% of Index

When operationally feasible, and only if, in the sole judgment of the Company, such transaction will not jeopardize or impair service to firm Customers, the Company may allow the Customer to deliver surplus gas supplies at later dates in order to balance any daily burner tip imbalances less than 2% incurred in the current month.

P. MONTH END BURNER TIP BALANCING, IMBALANCE EXCHANGE AND CASH OUT:

At the end of the month, a Customer's Daily Surplus Imbalances and Daily Deficiency Imbalances that were not cashed-out will be summed into a net imbalance volume for the Customer. A Month End Deficiency Imbalance occurs when the net imbalance volume is a quantity less than zero (imbalance due to the Company) and a Month End Surplus Imbalance occurs when the net imbalance volume is a quantity greater than zero (imbalance due from the Company).

A Customer may exchange a net imbalance volume under its SC 17 Service Agreement as set forth in General Information Section 30. Month End Surplus Imbalances not resolved via Exchange of Net Imbalances and Month End Deficiency Imbalances will be cashed-out as set forth in General Information Section 30.

Q. OPERATIONAL FLOW ORDER ("OFO"):

The Company reserves the right to declare Operational Flow Orders as described in General Information Section 20.E.

R. MAXIMUM DAILY QUANTITY:

The "Maximum Daily Quantity," as set forth in the Transportation Service Agreement, shall be the maximum quantity of natural gas in Mcf which the Company shall receive on any day from the Customer.

Upon request of the Customer, the Company may, at the Company's sole discretion, receive on any day, volumes of gas in excess of the Maximum Daily Quantity. The Company shall not be obligated to receive during any single hour more than 1/24 of the Maximum Daily Quantity.

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SERVICE CLASSIFICATION No. 17 (Cont'd)

BASIC GAS-FOR-ELECTRIC-GENERATION-SERVICE TARIFF - Cont'd

S. SPECIAL PROVISIONS:

(1) The expense of installing facilities necessary to receive and meter gas delivered by or for the account of the Customer shall be borne by the Customer.

(2) Deliveries by or for the account of the Customer will be subject to the availability of sufficient pipeline capacity and will be made against line pressure at a maximum pressure to be designated by the Company from time to time in its sole discretion. Gas to be delivered to the Company shall not be compressed except where specifically permitted by the Company.

(3) Gas delivered by the Customer must satisfy the quality specifications set forth in the Transportation Service Agreement. Deliveries must be made at an appropriate Company facility located within the territory at point or points acceptable to the Company.

(4) As allowance for losses incurred in the process of delivery, the Customer shall provide the Company with a volume of gas equal to the lesser of one percent (1.00%) or the system average loss factor percentage applied to the amount delivered to the Company on behalf of the Customer.

The Company reserves the right to suspend its receipt of gas on behalf of the Customer at any location if it believes that such action is required by its obligation to provide safe and adequate service to its Customers.

(6) The Customer may receive sales service or transportation service from the Company for other gas burning equipment or appliances at the premises. The electric generation facilities and all other facilities must be separately metered. The expense of installing facilities necessary to accomplish such separate metering, along with the electronic equipment necessary to monitor the Customer's daily usage of gas, shall be borne by the Customer.

(7) The Company shall provide four (4) hours notice that service to the Customer will be interrupted. The notice will be provided to the individual designated by the Customer to receive such notice. The Customer is required to provide the Company with the name and phone numbers of the individual the Company shall contact to inform the Customer of an interruption of service. During a period of interruption, the Customer is prohibited from using gas service for the electric generation facility. If the Customer takes gas service during a period of interruption, the Customer shall pay to the Company an additional seven dollars ($7) per Mcf for such gas taken during the interruption period.

(8) The Customer is required to provide the Company such information and documentation that the Company reasonably requests to calculate the adjustments to the rate. Such information and documentation shall be provided to the Company, in writing, within thirty (30) days of when the Company makes said request. The Company will provide written notice to the Customer of any adjustment to the rate.

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SERVICE CLASSIFICATION No. 17 (Cont'd)

BASIC GAS-FOR-ELECTRIC-GENERATION-SERVICE TARIFF - Cont'd

S. SPECIAL PROVISIONS: Cont'd

(9) For Customers that utilize distillate fuel oil as their alternate fuel source or are human needs Customers, on or before November 1 of each year, the Customer is required to:

a. be contractually and physically capable and ready to withstand an interruption of utility-provided natural gas sales or delivery service to its facility; or

b. maintain alternative fuel supply necessary to meet its operating requirements in the event of interruption hereunder. For purposes of this subsection, alternate fuel supply necessary to meet its operating requirements" shall be provable storage capacity and alternate fuel on hand to withstand interruptions of service for at least ten (10) consecutive days. If a Customer's on-site storage capacity is less than ten (10) days' supply, a full tank will be required plus a showing that firm arrangements have been made to replenish the fuel during winter periods as it nears depletion. Customers will be responsible for subsequent refills from any alternate fuel source not dependent upon spot market purchases.

The Customer shall demonstrate its compliance with this requirement upon the request of the Company. If, as determined by the Company, the Customer is not in compliance with this requirement, the Company shall charge the Customer, in addition to the charges previously specified in this tariff (including any penalty charges for failure to interrupt), a rate equal to 110% of the oil gas equivalent price (as published in the Journal of Commerce) for all usage beginning on November 1 and until the Customer demonstrates compliance. Upon such a demonstration, the additional charge shall end.

(10) To permit the Company to ascertain compliance with periods of interruption, Customers shall install and pay for remotely operated valves or other equipment that is functionally equivalent to a remotely operated valve, including the cost of installing telemetric equipment for monitoring purposes.

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SERVICE CLASSIFICATION No. 18

MONTHLY METERED TRANSPORTATION (MMT) SERVICE

A. APPLICABLE TO USE FOR:

Transportation of Customer-owned gas on behalf of a Supplier that has met the qualifications of service under SC 19, Transportation, Balancing, and Aggregation Service.

For non-critical Customers with an annual consumption greater than 5,000 Mcf per year under a single account where the Customer totally revokes its status as a firm Customer under SC 1 and SC 3.

For critical Customers (any buildings heated solely by natural gas where persons reside, including apartment houses, prisons, dormitories, nursing homes, hospitals, hotels and motels), with an annual consumption greater than 5,000 Mcf per year under a single account where the Customer totally revokes its status as a firm sales Customer under SC 1 and SC 3, and has contracted for Standby Service to meet the entire needs of its facility.

B. CHARACTER OF SERVICE:

Transportation of gas to Customers. A Customer heating any building solely by gas where persons reside, including apartment houses, prisons, dormitories, nursing homes, hospitals, hotels, and other buildings where persons may dwell on a permanent basis shall only be allowed firm service under this Rate Schedule. The default level of service will be firm transportation service. Except insofar as the Customer contracts for Standby Service or Firm Transportation Sales Service with respect to identified gas burning equipment, the Company has no obligation to secure gas supplies on behalf of the Customer, and the Customer will be permitted to draw upon the Company's gas supply only to the extent that the Company permits authorized deficiency imbalances. The Customer's ability to elect Sales Service under SC 1 and SC 3 upon termination of the transportation service hereunder will be subject to the availability of sufficient system gas supplies.

For Customers with an annual consumption greater than 55,000 Mcf per year under a single account, the Customer must have installed the necessary electronic equipment, acceptable to the Company on the meters for the Customer's account, which allows the Company to monitor the Customer's daily usage of gas. The Customer is responsible for the operating costs associated with any third-party telecommunication or meter data collection services necessary for the Company to provide service. These cost responsibility requirements also apply to Customer with an annual consumption between 5,000 and 55,000 Mcf per year under a single account who volunteer for installation of such equipment.

Customers with an annual consumption less than 55,000 Mcf per year that volunteered for installation of the necessary electronic equipment that allows the Company to monitor the Customer's daily usage of gas, may request removal of the equipment.

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SERVICE CLASSIFICATION No. 18 (Cont'd)

MONTHLY METERED TRANSPORTATION (MMT) SERVICE - Cont'd

C. RATES:

(1) Minimum Charge

The monthly minimum Charge ("MC"), which includes the transportation charge for the first Mcf of gas transported by the Company and a billing charge for applicable to Customers, is provided in General Information Section 38.A. and is applicable to Customers based upon classifications contained therein.

(2) Transportation Charge

The default Transportation Charge ("TC") rate per Mcf for all volumes over 1 Mcf delivered to the Customer is provided in General Information Section 38.A. and is applicable to Customers based upon classifications contained therein.

Rates lower than and terms different than the rates and terms shown on this Schedule may be negotiated with the Company. Any such negotiated rates and terms shall be specified in a Transportation Service Agreement. The minimum rate level which may be established in negotiations is $0.1000 per Mcf.

The Company may also establish rates lower than the ceiling rates specified above for specific groups of Customers provided that the Company files the qualification criteria and the applicable rate with the Department of Public Service, not less than three (3) business days prior to the beginning of the month for which the rate will be in effect. Provided, however, that the Company may increase said lowered default rate up to the maximum default rate at any time during the month twenty four hours after providing the Department of Public Service notice of such increase. The minimum rate level which may be established in negotiations is $0.1000 per Mcf.

(3) City Gate Balancing

City Gate imbalance rules are governed by the terms of SC 19.

a. Operational Flow Order ("OFO"):

The Company reserves the right to declare OFOs as described in General Information Section 20.E.

(4) Miscellaneous Surcharges

a. All gas delivered under this Service Classification shall be subject to surcharges, refunds or adjustments as set forth in General Information Section 38.B.(2).

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SERVICE CLASSIFICATION No. 18 (Cont'd)

MONTHLY METERED TRANSPORTATION (MMT) SERVICE - Cont'd

(5) Discount for Business Development Rate Customers

Base rates applicable to Customers who have qualified for the Business Development Rate under SC 3 will be discounted as provided in General Information Section 38.A.

(6) Discount for Certain Economic Development Zone and Excelsior Program Rate Customers

Base rates applicable to Customers who have qualified for the Economic Development Zone and Excelsior Program Rate under SC 3 will be discounted as provided in General Information Section 38.A.

Revocation of firm sales status pursuant to this Service Classification will not disqualify a Customer from eligibility for Economic Development Zone and Excelsior Program rates.

D. DELIVERY COSTS INCURRED BY THE COMPANY:

In the event that the provision of transportation service to the Customer requires the Company to engage the services of other transporters of gas, an amount reflecting the costs incurred by the Company will be added to the applicable rate.

E. APPLICATION OF CONSUMPTION:

Customer's monthly consumption will be applied first to the Customer's nominated monthly firm transportation sales requirement, second to excess Customer deliveries from prior months, third to current month third party transportation deliveries, and fourth volumes up to contracted monthly standby service. Volumes consumed in excess of the above will be billed pursuant to the Deficiency Imbalance Sales Service for Transportation Customers Rate Schedule.

F. TERMS OF PAYMENT:

All bills are due and are subject to a late payment charge in accordance with the provisions of General Information Section 8.E.

G. MINIMUM MONTHLY BILL:

The minimum monthly bill will be the appropriate minimum charge as provided above.

H. UPSTREAM CAPACITY REQUIREMENTS:

Except where the transportation Customer has installed the necessary equipment which allows the Company to monitor the Customer's daily usage of gas, the Customer shall arrange for supply to be delivered, either directly or by displacement, on a firm basis for the entire route from the point of production to the Company's distribution system throughout the term of the Service Agreement.

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SERVICE CLASSIFICATION No. 18 (Cont'd)

MONTHLY METERED TRANSPORTATION (MMT) SERVICE - Cont'd

I. SPECIAL PROVISIONS:

(1) The expense of installing facilities necessary to receive and meter gas delivered by or for the account of Customer shall be borne by the Customer.

(2) Deliveries by or for the account of the Customer will be subject to the availability of sufficient pipeline capacity and will be made against line pressure at a maximum pressure to be designated by the Company from time to time in its sole discretion. Gas has delivered to the Company shall not be compressed except where specifically permitted by the Company.

(3) Gas delivered by the Customer must satisfy the quality specifications set forth in the Transportation Service Agreement. Deliveries must be made at an appropriate Company facility located within the Territory described in Part I of this Schedule, or at another point or points acceptable to the Company.

(4) Burner tip imbalance rules shall be governed by the terms of SC 19.

(5) As allowance for losses incurred in the process of delivery, the Customer shall provide the Company with a volume of gas equal to purchase method factor of adjustment in General Information Section 38.B.(3). of the amount delivered to the Company. For transportation of gas purchased by the Customer from the Company under SC 11, SC 12 and SC 14, such allowances shall be recovered through the rate charged under SC 11, SC 12 and SC 14 and shall not be charged again under this Rate Schedule.

(6) The Company reserves the right to suspend its receipt of gas on behalf of the Customer at any location if it believes that such action is required by its obligation to provide safe and adequate service to its Customers.

(7) The Customer may reserve firm sales or standby status with respect to separately metered gas burning equipment identified in the Transportation Service Agreement. The expense of installing facilities necessary to accomplish such separate metering shall be borne by the Customer.

(8) The initial term of the Service Agreement for default-rate service hereunder shall be one year, renewable annually for successive one-year terms unless cancelled by default of any terms or conditions hereof, or by the Customer upon 60 days written notice prior to the end of a term, or otherwise by mutual agreement.

(9) Transportation Service Agreement Waiver. By taking service hereunder, Customers consent to terms and conditions governing transportation service under this Service Classification and General Information. Under standard terms and conditions, for Customers obtaining service at ceiling rates, a Customer Enrollment as described in UBP Appendix No. 2, Section 5.D (or its successor) shall be accepted in lieu of a Transportation Service Agreement for Customers in a Supplier Transportation, Balancing and Aggregation group under SC 19.

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SERVICE CLASSIFICATION No. 18 (Cont'd)

MONTHLY METERED TRANSPORTATION (MMT) SERVICE - Cont'd

(10) If an electric generation Customer takes gas service for delivery during a period of interruption, the Customer shall pay to the Company an additional twenty-five dollars ($25) per Mcf for such gas taken during the interruption period.

(11) Existing electric generation Customers that fail to comply with an interruption, and new electric generation Customers, shall install and pay for remotely operated valves or other equipment that is functionally equivalent to a remotely operated valve, including the cost of installing telemetric equipment for monitoring purposes.

J. INCREASE IN RATES IN MUNICIPALITY WHERE SERVICE IS SUPPLIED

All rates and charges under this Service Classification, including charges specified under the Special Provisions of this Service Classification and the Transportation Service Agreement, shall be increased pursuant to Section 35, General Information, to reflect the tax rates applicable within the municipality where the Customer is taking service.

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SERVICE CLASSIFICATION No. 19

SUPPLIER TRANSPORTATION, BALANCING AND AGGREGATION

A. APPLICABLE TO USE FOR:

Service hereunder is available to any party (hereinafter called the Supplier) which (1) with the consent and appointment of the relevant transportation Customer and/or Customers ("STBA Customer(s)") agrees to assume the primary responsibility for all transportation service obligations for the designated STBA Customers, (2) meets the requirements for creditworthiness as established by the Company, and (3) has entered into a STBA Service Agreement with the Company. STBA Customers are limited to a single STBA Agreement.

Customers with annual consumption exceeding 5,000 Mcf may receive service hereunder, solely for their own single account and will be considered a Direct Customer as defined in the UBPs. Customers with annual consumption between 3,500 and 5,000 Mcf, under a single account where the Customer receives transportation service under SC 1 and SC 3, enters into a Transportation Service Agreement with the Company, solely for their own single account and will be considered a Direct Customer as defined in the UBPs.

B. CHARACTER OF SERVICE:

Transportation aggregation and balancing service billed to Supplier. The Supplier assumes all obligations of its STBA Customers for all unbundled services rendered to the STBA Customer by the Company including, but not limited to, transportation, balancing, capacity release, and standby. The Company will bill the Supplier for services rendered by the Company to the Supplier's STBA Customers.

(1) Transportation Service

The Company will provide transportation and balancing services to facilitate the redelivery of gas supplies from the City Gate to the STBA Customer(s). The Supplier shall be billed the sum of the charges for the transportation services rendered for each of its STBA Customers at the appropriate transportation rate for which each STBA Customer qualifies. A STBA Service Agreement may aggregate only like transportation services (i.e. a STBA Service Agreement may not aggregate a mix of monthly and daily metered transportation Customers).

C. CAPACITY:

(1) Upstream Capacity Requirements & Availability

Available to STBA Suppliers for STBA volumes associated with customers, the capacity requirements listed in this Service Classification are mandatory for all Suppliers serving Customers receiving service from the Company under SC 1 and SC 3 and voluntary to other STBA Customers. The Company will attempt, on an as available basis, to satisfy such voluntary requests for a minimum annual term.

Upstream capacity requirements shall be satisfied through a combination of NFGSC storage and

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SERVICE CLASSIFICATION No. 19 (Cont'd)

SUPPLIER TRANSPORTATION, BALANCING AND AGGREGATION - Cont'd

NFGSC transmission intermediate capacity assigned to the Supplier by the Company ("Intermediate Capacity"), upstream pipeline capacity assigned to the Supplier by the Company ("Mandatory Upstream Transmission Capacity"), local production, and grandfathered pipeline capacity provided by the Supplier. Suppliers must satisfy all applicable pipeline requirements as well as applicable federal regulations necessary to accept assignment of capacity. When a Supplier's failure to meet such requirements leads to an inability to accept assignment of upstream capacity, the Supplier will be unable to serve its customers and the Company may terminate the Supplier's STBA agreement.

(2) Intermediate Capacity

a. Storage and Pipeline Transmission Capacity Allocation

i. Requirements

The percentage of extreme peak day requirements to be served through Company's Enhanced Storage Service ("ESS") storage capacity on NFGSC shall be as follows:

Aggregated Load Factor (Based on Extreme Peak Day Consumption)	Percent of Extreme Peak Day Requirement Met by Upstream Capacity	Percent of Extreme Peak Day Requirement Met by NFGSC Storage
Less Than 40%	67%	33%
Greater Than or Equal to 40% but Less Than 60%	78%	22%
Greater Than or Equal to 60% but Less Than 80%	89%	11%
Equal to or Greater Than 80%	100%	0%

Supplier shall take release of such storage capacity from the Company at the maximum rate under NFGSC's gas tariff filed with the F.E.R.C.

ii. Initial Assignment of ESS Storage Capacity

If additional Customers join a Supplier's STBA Group after April 1, the Company will release additional capacity as required, based on the allocation set forth at C.(2).a.i. above. Such capacity shall also include a transfer of gas in storage required to meet the start of the month enrollment requirements for the additional Customers added to the Supplier's STBA Group. The Supplier will be required to pay the Company storage gas transfer rate and all taxes and pipeline fees associated with moving or transferring the storage gas to the Supplier.

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SERVICE CLASSIFICATION No. 19 (Cont'd)

SUPPLIER TRANSPORTATION, BALANCING AND AGGREGATION - Cont'd

When, in the sole judgment of the Company, operational conditions do not warrant transfers of storage gas, notice shall be issued over an electronic bulletin board or other media, advising Suppliers of a temporary suspension in storage release services.

iii. Return of Storage Capacity

Return Due to Decreased Customer usage:
If a Supplier that has received storage capacity returns Customers to the Company, has Customers transfer to another Supplier or has a reduced storage obligation due to reductions in Customer usage, the Supplier will return the storage capacity associated with the reductions in Customer usage to the Company. Except by mutual agreement between the Supplier and the Company, the Supplier will transfer the associated storage gas to the Company at the base storage transfer rate. When the Company purchases inventory, the volume purchased will be sufficient to serve Customers based upon the start of the month targets set forth in (iv) below for the months during which Customers are returned. The Supplier shall be responsible for all taxes and pipeline fees associated with moving or transferring the storage gas to the Company

Return Due to Termination of STBA Agreement:
If a Supplier's STBA Agreement is canceled or terminated, the Supplier will return the storage capacity to the Company and transfer the storage gas to the Company at the base storage transfer rate. The Supplier shall be responsible for all taxes and pipeline fees associated with moving or transferring the storage gas to the Company. The Supplier also authorizes the Company to act on the Supplier's behalf to confirm all nominations necessary to give effect to this clause.

iv. Required Storage Inventory Levels

In addition to meeting the City Gate balancing requirements set forth infra, Suppliers must maintain the start of the month (SOM) and end of the month (EOM) storage inventory levels as follows:

Month	Enrollment SOM Target	EOM Target	Month	Enrollment SOM Target	EOM Target
April	0.00%	0.00%	October	80.00%	95.00%
May	0.00%	12.00%	November	95.00%	89.00%
June	12.00%	29.00%	December	89.00%	71.00%
July	29.00%	46.00%	January	71.00%	46.00%
August	46.00%	63.00%	February	46.00%	28.00%
September	63.00%	80.00%	March	28.00%	0.00%

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SERVICE CLASSIFICATION No. 19 (Cont'd)

SUPPLIER TRANSPORTATION, BALANCING AND AGGREGATION - Cont'd

The Company may elect to temporarily make a downward adjustment to the monthly minimum storage inventory level applicable to all Suppliers by posting notice on its website at least 5 business days prior to the last day of the first month to which an adjusted limit would apply. Such notice shall include modified monthly minimum storage inventory level (expressed as a percentage) and the months to which the notice applies. If the monthly minimum storage inventory level applicable to the last day of a calendar month has been adjusted, the same percentage shall apply to the volumes of storage gas transferred as a percentage of released capacity effective the first day of the following month.

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SERVICE CLASSIFICATION No. 19 (Cont'd)

SUPPLIER TRANSPORTATION, BALANCING AND AGGREGATION - Cont'd

Taking storage service injection rights into consideration, Suppliers should manage their storage inventories to equal or exceed SOM targets during April through October. Similarly, taking storage service withdrawal rights into consideration, Suppliers should manage their storage inventories equal or exceed EOM targets during November through March.

When Suppliers enroll Customers after the capacity allocation effective April 1, they will be allocated incremental storage capacity. The incremental capacity is assigned at the SOM during which the Supplier will begin to serve the Customer. For Customers enrolled after April 1, Suppliers receive the capacity together with associated storage gas inventory through a mandatory transfer and purchase of gas in storage from the Company. Suppliers will not have an option to purchase additional inventory from the Company beyond what is initially transferred to Suppliers from the Company.

When a Supplier fails to meet an EOM percentage level ("target"), the Company will notify the Supplier who shall correct the resulting inventory deficiency by cash out purchase from the Company as set forth in General Information Section 30, except as provided below. The first 2% of inventory deficiency will be priced at the Market Pricing Tier. Any remaining inventory deficiency will be priced at the higher of the Deficiency Pricing Tier 3 or the SC 11 Rate. In addition, the Supplier will be required to pay the Company all taxes and pipeline fees associated with moving or transferring the storage inventory to the Supplier. When a Supplier is more than 2% deficient, or deficient during any two consecutive months, the Company will report a Supplier's deficiency to Staff. If the Supplier fails to accept the storage transfer or remit payment for the storage inventory transferred, Supplier's STBA Agreement will be in default and the Supplier will be subject to the involuntary discontinuance of service procedures under the UBPs. In addition, the Company shall have the right to terminate service to any Supplier that fails to meet its EOM target more than twice during the previous 12-month period. Upon termination, the Supplier shall be prohibited from receiving service under STBA Service for a period of three (3) months.

If operating conditions permit, Company may waive the cash out for inventory deficiencies under 2%, except if the Supplier inventory deficiencies are under 2% during two consecutive months. In the latter case, the current month's deficiency will be resolved via cash out as described above. When the Company does not report a deficiency to Staff, the deficiency will not count as a failure to meet the Supplier's EOM target.

Also, the Supplier shall be required to provide the Company with the permission necessary to allow the Company to obtain access to the Supplier's storage balance information for the release described above.

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SERVICE CLASSIFICATION No. 19 (Cont'd)

SUPPLIER TRANSPORTATION, BALANCING AND AGGREGATION - Cont'd

b. Assignment of Pipeline (NFGSC EFT) Transmission Capacity

Except where a Supplier provides Grandfathered Intermediate Transmission Capacity ("GITC"), or local production directly connected to the Company's system, one hundred percent (100%) of extreme peak day requirements shall be served through the Company's Enhanced Firm Transportation ("EFT") capacity on NFGSC. The Supplier shall take release of such EFT capacity from the Company at the maximum rate under NFGSC's gas tariff filed with the FERC. If a Supplier's STBA agreement is cancelled or terminated the Company may recall EFT capacity that has been released to the Supplier.

c. NFGSC Appalachian Production Receipts

Suppliers using NFGSC Appalachian production as an alternative to pipeline capacity upstream of NFGSC must request access to primary receipt points that coincide with the production area in which the Appalachian production is located.

(3) Upstream Transmission Capacity

The percentage of extreme day requirements to be served by pipeline capacity upstream of NFGSC obtained by the Supplier shall be as determined at Section C.(2).a.i. above.

a. Mandatory Upstream Transmission Capacity

Mandatory Upstream Transmission Capacity ("MUTC") will be assigned to Suppliers to meet their capacity requirements not otherwise satisfied through Grandfathered Upstream Transmission Capacity ("GUTC") or by local production directly connected to the Company's system. The pipelines and primary delivery point quantities available for MUTC assignment will be posted on the Company's web site. As to such capacity, the following requirements shall apply:

i. Supplier will be assigned twelve (12) months of primary firm capacity upstream of NFGSC sufficient to meet Supplier's extreme peak day ADDQ. The Company shall release capacity, on a pre-arranged basis, each month to accommodate incremental changes in the load served by each Supplier. The Company will calculate a capacity release rate for MUTC to be effective each April 1st for the twelve (12) month release term equal to the weighted average cost of upstream capacity ("WACOC") that the Company has contracted for under each upstream pipeline's gas tariff filed with FERC. If in any month the actual WACOC should differ from the calculated WACOC by more than five percent (5%), the Company will recalculate the capacity release rate applied to MUTC capacity releases for the remainder of the twelve (12) month release term. The Company will post the WACOC on its web site. In cases where capacity release offers are not eligible for an exemption from bidding under F.E.R.C. Rules, in order to maintain eligibility under this service classification Suppliers will need to match competing

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bids, as necessary, to be awarded capacity by the pipeline(s).

ii. If a Supplier requests access to a receipt point currently not available or if a receipt point is fully subscribed by other Suppliers, the Company will attempt to provide access to such receipt point, subject to operational considerations.

iii. Primary delivery points, primary receipt points and associated quantities for MUTC may be changed based on Company's contractual commitments and F.E.R.C. rules and regulations. Suppliers will receive thirty (30) days written notice of any such change, after which the original locations and quantities subject to such change shall be fully superseded and replaced by the revised locations and quantities, as applicable.

iv. If the assignment of MUTC includes storage capacity, the Supplier shall be required to provide the Company with the permission necessary to allow the Company to obtain access to the Supplier's storage balance information. All requirements described in Section C.(2).a. above apply to NFGSC ESS capacity assigned for MUTC. In the case of storage capacity on other pipelines, the inventory requirements will be adjusted to account for differences in storage service deliverability.

v. If a Supplier's STBA agreement is cancelled or terminated the Company may recall MUTC capacity that has been released to the Supplier. In the case of storage capacity on other pipelines, the Supplier will transfer associated storage gas to the Company as described in Section C.(2).a.iii. above.

vi. From time to time, the Company may post instructions on its web site to Suppliers regarding minimum flow requirements applicable to MUTC delivery points. Such instructions shall be advisory unless the Company posts a notice that Supplier compliance with such instructions is mandatory, based upon market and seasonal requirements. Postings requiring mandatory Supplier compliance shall be issued on a minimum 24 hours notice. Also, the Supplier shall be required to provide the Company with the permission necessary to allow the Company to obtain access to the Supplier's upstream transportation information to monitor compliance with the advisory and mandatory instructions herein.

b. Grandfathered Upstream Transmission Capacity

The total primary receipt point rights and upstream pipelines into NFGSC held by the Company and available to Suppliers for GUTC, including a cap level of GUTC capacity delivered into NFGSC, will be posted on the Company's web site. As to such capacity, the following requirements shall apply:

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i. Supplier must maintain five (5) winter months (November - March) of primary firm capacity upstream of NFGSC sufficient to meet Supplier's extreme peak day ADDQ. Supplier shall produce proof of such contracted primary firm capacity to the Company as provided in the Procedures Manual prior to receiving service under this Rate Schedule. GUTC must have a capacity path between the point where gas is produced and the interconnection with released NFGSC capacity as described above. Alternatively, where gas is available at "liquid points", Suppliers are not required to show firm capacity upstream of such points. Acceptable "liquid points" for this purpose are identified in the Procedures Manual.

ii. Supplier's GUTC must include primary delivery points which coincide with Company's primary receipt rights on the NFGSC capacity retained by the Company or the Supplier's GITC.

iii. Each April 1, the Company will compare the quantity of extreme day requirements to be served by pipeline capacity upstream of NFGSC for the past thirteen (13) months to identify the Peak Requirement Quantity ("PRQ"). Unless the Supplier elects to reduce its GUTC, there shall be no reduction to the Supplier's GUTC quantity if the PRQ exceeds the quantity of GUTC provided by the Supplier, or if the decrease in PRQ is less than 500 Dth. Otherwise, the Supplier's GUTC quantity will be reduced to the PRQ. In any case, if the Supplier's PRQ is zero (0) Dth, then the Supplier's GUTC shall be reduced to zero (0) Dth. Additionally, if the Supplier has not satisfied Section C.(3).b.i. above in whole or part, the Company will treat such event as a Supplier election to reduce it's GUTC and the Supplier's GUTC shall be reduced by the Dth that was not maintained. For each Supplier reduction, the total quantity of GUTC available to the system will be reduced in the same quantity as applicable to the Supplier.

iv. A Supplier may not transfer its GUTC to another Supplier unless it accompanies the sale of its entire book of customers.

c. Grandfathered Intermediate Transmission Capacity

Prior to September 1, 2007, pursuant to its then effective tariff, the Company granted waiver of the Intermediate Capacity requirement for Suppliers upon a showing, to the Company's satisfaction, of comparable replacement capacity. Such capacity will be grandfathered and capped at a threshold receipt quantity level of 40,745 Dth/day. As to such capacity, the following requirements shall apply:

i. Supplier's GITC must include primary receipt points which coincide with Company's primary delivery rights on the upstream pipeline capacity retained by the Company or the Supplier's GUTC.

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ii. Each April 1, the Company will compare the quantity of extreme day requirements to be served by pipeline capacity upstream of NFGSC for the past thirteen (13) months to identify the Peak Requirement Quantity ("PRQ"). Unless the Supplier elects to reduce its GITC, there shall be no reduction to the Supplier's GITC quantity if the PRQ exceeds the quantity of GITC provided by the Supplier, or if the decrease in PRQ is less than 500 Dth. Otherwise, the Supplier's GITC quantity will be reduced to the PRQ. In any case, if the Supplier's PRQ is zero (0) Dth, then the Supplier's GITC shall be reduced to zero (0) Dth. Additionally, if the Supplier has not maintained its GITC in whole or part, the Company will treat such event as a Supplier election to reduce its GITC and the Supplier's GITC shall be reduced by the quantity that was not maintained. For each Supplier reduction, the total quantity of GITC available to the system will be reduced in the same quantity as applicable to the Supplier.

iii. A Supplier may not transfer its GITC to another Supplier unless it accompanies the sale of its entire book of customers.

d. Local Production

With respect to local production attached directly to the Company's system, 100% of the historical average daily production for the month will be accepted to meet the percentage of extreme peak day requirements. The quantity of local production available to replace pipeline capacity is independent of the GUTC and GITC quantities and may increase or decrease from year to year. Where the Company has more current information concerning production deliverability, it may apply the 100% factor to the resulting projection of average daily production for the month. As to such production, the following requirements apply:

i. While 100% of historical daily average shall be made available (except as noted above), gas must be scheduled on a daily basis to be delivered to an STBA Pool in order for such volumes to be allocated that day.

ii. Except for volumes within a 5% tolerance band of the 100% level, in no event shall volumes under the 100% level that are not scheduled for delivery to STBA Pools be made available as a carryover for nominations to STBA Pools on a subsequent day during the month.

iii. Quality of such production shall meet the requirements applicable to transportation service under SC 13 and SC 18, as set forth in General Information Section 26.

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(4) Determination of Daily Delivery Quantities and Aggregate Daily Delivery Quantities

The Company shall determine, based upon each Customer's historical load profile and/or estimates of consumption, a Supplier's projected normalized consumption for a given period; either monthly, weekly, or daily. Consumption estimates may be adjusted in response to weather forecasts. Based upon this projected consumption, the Company will determine each Customer's DDQ and, by summing all DDQs of the STBA Customers in the Supplier's STBA Customer Group, the Supplier's STBA Customer Group's ADDQ. The DDQs and ADDQ so calculated will be used to determine the Supplier's daily City Gate delivery obligations, and the specific rates and charges as outlined in this Rate Schedule. ADDQ information shall be posted by the Company on the Company's internet web site, or such other medium as the Company deems appropriate.

A Supplier taking service under this Rate Schedule accepts the Company's calculation of the DDQ and/or ADDQ. The Company shall not be liable for the difference between the projected consumption and the consumption determination by the Company.

a. Request for Exemption from Company Determination of DDQs

In cases where SC 18 Customers have a load profile that is not responsive to the factors The Company uses to calculate DDQs or is otherwise indeterminate, e.g. an asphalt plant or dispatchable gas-fired electric generation, the customer may submit a request to Transportation Services to be exempted from the DDQ calculation. If the request is granted, the customer will be considered an "Exempt MMT Customer" and be placed in an "Exempt Market Pool" where it will be segregated from Market Pools containing customers subject to DDQ calculations.

When requested by the Company, Exempt MMT Customers are required to provide, as soon as practicable, with their anticipated daily flow rates for the current, next and/or subsequent gas days over weekend/holiday periods. The Company will customize the notification requirements to reflect the unique load characteristics of each customer and may require Exempt MMT Customers to provide anticipated hourly flow rates within each gas day. Provision of such information creates no service obligations beyond the Character of Service provided in SC 18.

Even though the calculated DDQ will not be utilized, city gate balancing requirements shall be the responsibility of the party that nominates supply deliveries on behalf of the Exempt MMT Customer. The Company's expectation is that city gate deliveries will balance the Exempt MMT Customer's consumption and as such, intraday nominations should be utilized to minimize any potential imbalance.

Should an imbalance occur, the party that nominates supply deliveries on behalf of the Exempt MMT Customer should coordinate with Transportation Services to arrange

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imbalance resolution as soon as practicable but before the end of the month. The existence of an imbalance does not create a right to payback or relieve the imbalance; The Company, in its sole discretion may agree to receive and to transport, during any twenty-four hour period, a volume in excess of the Exempt MMT Customer's expected consumption during the same twenty-four hour period. Market demand projections and the operational characteristics of the Company's system will be taken into consideration for the determination of whether imbalance relief can be scheduled.

The Company reserves the right to suspend, restrict or revoke the DDQ exemption at any time to the extent necessary to maintain reliability of its system, particularly during periods when System Alerts, System Maintenance Orders or Operational Flow Orders are in effect.

For month end imbalance calculation purposes, the Exempt MMT Customer's actual consumption will serve as a proxy for the DDQ. Month end imbalances from Exempt Market Pools will be processed under the same provisions applicable to other market pools.

D. CITY GATE BALANCING

(1) City Gate Delivery Requirements

Receipt of natural gas at the City Gate under this Service Classification shall be limited to the sum of the DDQs for all Customers in a Supplier's STBA group (the ADDQ). The Supplier must deliver or cause to be delivered at the City Gate the ADDQ on each day of the month, within the tolerance band described below. The Company will deliver to each individual Customer the Customer's gas requirements and will provide daily City Gate balancing services to the extent actual City Gate deliveries differ from the ADDQ. Burner tip ("on-system") imbalances will be addressed as described below. The Company is not obligated to accept any volumes nominated by Supplier in excess of a group's ADDQ.

(2) Daily City Gate Imbalance Charges

For amounts delivered to the City Gate by the Supplier that differ from the applicable ADDQ, the Supplier will incur the following charges:

a. Charges for daily City Gate underdeliveries:

i. Except during OFO periods, for City Gate underdeliveries up to or equal to five (5) percent of the applicable ADDQ, there will be no charge.

ii. Except during OFO periods, for City Gate underdeliveries in excess of five (5) percent of the applicable ADDQ, the charge for gas supplied by the Company shall be charged the highest rate for Deficiency Imbalance

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sales service under SC 11.

b. Charges for daily City Gate Overdeliveries:

i. Except during OFO periods, for daily City Gate overdeliveries up to five (5) percent of the applicable ADDQ, there will be no charge.

ii. City Gate overdeliveries in excess of five (5) percent of the applicable ADDQ may be rejected by the Company in its sole discretion.

E. MONTH END BURNER TIP BALANCING, IMBALANCE EXCHANGE AND CASH OUT

(1) Definition of STBA Burner Tip Imbalance

For the Customers included in the Supplier's STBA Service Agreement, ("STBA Group") the Company will net all the imbalances for which the Supplier is responsible pursuant to this Rate Schedule into a single imbalance ("STBA Imbalance") at the end of each month. A Supplier's STBA Service Agreement may aggregate only like transportation services (i.e., a STBA Service Agreement may aggregate only monthly metered transportation services with identical imbalances tolerances.

(2) Resolution of STBA Burner Tip Imbalances - General

The Company will resolve burner tip imbalances through either a rollover to subsequent months or a cash-out. The default method of resolution for STBA Imbalances will be through cash-out as set forth in General Information Section 30 except for Deficiency Imbalances when the Company issues a Notice of Unauthorized Period.

(3) Resolution of Burner Tip Imbalances Resulting in Net Deficiency During Unauthorized Periods

For STBA Imbalances which result in a net deficiency of volumes of gas by a STBA Group during the month when the Company issues a Notice of Unauthorized Period as set forth in SC 11, the Company shall charge the Supplier under the Standby Sales Service Rate Schedule if the Supplier has entered into a Standby Service Agreement or under the Deficiency Imbalance Sales Service Rate Schedule if the Supplier has not entered into a Standby Sales Service Agreement.

F. OPERATIONAL FLOW ORDER ("OFO")

The Company reserves the right to issue Operational Flow Orders as described in General Information Section 20.E.

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G. DISCONTINUANCE OF SERVICE

(1) Discontinuance for Failure to Deliver Daily Quantity

The Company shall have the right to terminate service under this Service Classification to any Supplier that:

a. fails for any three (3) days to deliver at least ninety-five (95) percent of the applicable ADDQ for the Supplier's STBA Group, measured during a single month period; or

b. fails, except under force majeure conditions, to deliver natural gas (provides zero quantity) for the Supplier's STBA Group.

Upon termination, Supplier shall be prohibited from receiving service under this Service Classification for a period of not more than three (3) calendar months. In addition, Customers in the Supplier's STBA Group may elect to join an alternate STBA Group, subject to the alternate STBA's approval and satisfaction of an applicable security adjustment, as determined by the Company. This provision does not limit the Company's remedies available under the UBPs.

(2) Discontinuance Procedure

Discontinuance of service hereunder shall be performed according to the procedures set forth in the UBPs.

H. QUALIFIED SUPPLIERS

(1) Service under this Service Classification is contingent upon the Supplier meeting the Company's creditworthiness standards. Applicants for service hereunder will be required to complete a Credit Application for evaluation by the Company based on the criteria set forth in General Information Section 2.C.(8). The results of the creditworthiness checks performed by the Company will be communicated to the applicant within two weeks of the Company's receipt of the properly completed application. For purposes of EDI and creditworthiness requirements, a "Restricted STBA" is an STBA Group that limits enrollments to STBA Customer accounts under common ownership. All Restricted STBAs are also Direct Customers.

(2) The Supplier's application shall certify that a Supplier has secured the consent of each Customer in the Supplier's proposed STBA Group. Upon twenty-four (24) hours notice, Supplier shall produce for Company's inspection evidence of customer consent requested by the Company.

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(3) Except where Supplier agrees to accept the accuracy of the Company's balancing, automated meter reading devices must be installed at Supplier's expense for all transportation Customers in the Supplier's STBA Group that are converting from tariff sales service.

I. CONSUMER PROTECTIONS

(1) In addition to satisfying the above creditworthiness criteria, Suppliers seeking to obtain service hereunder to sell gas to Customers must demonstrate that they have met the following requirements:

a. Contracts between Suppliers and residential Customers must contain specific language advising Customers of protections that have been waived in the transaction. Each Supplier must file with the staff of the Office of Consumer Services, Department of Public Service, Three Empire State Plaza, Albany, NY 12223, a copy of its standard contract.

b. A system to handle residential Customer complaints is operational and that the Public Service Commission help and hotline numbers are provided to Customers.

c. The bills rendered will be clear and in plain language and the staff of the Consumer Services Division, Department of Public Service, shall receive a sample copy.

d. Procedures are in place to ensure residential Customers receive adequate prior notice of termination of gas supply services as provided in the UBPs.

(2) STBA Service on Behalf of Non-Residential Customers

a. Contracts between Suppliers and non-residential Customers must contain a statement advising the Customers of protections that have been waived in the transaction. Each Supplier will file with the staff of the Office of Consumer Services, Department of Public Service, Three Empire State Plaza, Albany, NY 12223, a copy of its standard contract.

b. Pursuant to UBP Section: 8 (or its successor), non-residential Customers may approach the Department of Public Service for resolution of disputes.

J. BILLING SERVICE OPTIONS

(1) The default billing service under this Service Classification is the Marketer Combined Bill, by which the Supplier issues a single bill directly to the Customer. The Company prescribes no specific form or content requirements for the Supplier's bill.

(2) In place of or in addition to the Marketer Combined Bill, Supplier may elect either the dual-billing option, as described in the UBPs, and/or the Company's utility combined bill option under which

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Supplier agrees to permit the Company to perform all retail billing functions for Supplier's STBA Customers, including invoicing, remittance processing and customer service activities, Consolidated Billing Service ("CBS") which incorporates a Purchase of Accounts Receivable Program ("POR") as outlined in Case 04-G-1047.

CBS billing and payment processing practices are defined below and in the CBS Agreement and Procedures Manual. Billing and payment processing practices set forth in the Commission's Order Establishing Uniform Retail Access Billing and Payment Processing Practices, Appendix A, dated May 18, 2001, in Case Nos. 99-M-0631 and 98-M-1343 ("Billing and Payment Practices") (as found on the Commission's website), as modified from time-to-time.

Provisions of CBS:

a. CBS includes invoicing, remittance processing and call center activities. Distribution representatives can assist Customers with inquiries regarding utility charges, service and bill calculation. Customers with questions relating to a Supplier's rate or services will be instructed to contact the Supplier.

b. Company will bill a Supplier's STBA Customers for gas supplies sold by the Supplier together with Company's STBA charges, excluding current balancing charges and associated penalties, if any, which will be billed directly to STBA Supplier.

c. Customer payments received by the Company will be applied according to the procedures adopted by the Commission in its order issued on December 5, 2003 in Cases 03-M-0117 et al. and reflected in the UBPs.

d. CBS is a "rate-ready" service. Accordingly, the STBA Supplier must timely provide the Company with billing rate data in an acceptable form and manner.

e. Customer Budget billing is available under CBS.

f. CBS bills are issued according to the Company's traditional cycle billing schedule, based on meter-read dates available for inspection on the Company's web site.

g. For utility services, Customers receiving CBS billing shall receive consumer protections available to bundled service utility Customers (under, e.g., SC 1 and 3).

h. Supplier is obligated to maintain consumer response capabilities for Customer inquiries regarding Supplier's services and rates.

(3) CBS POR Provisions:

a. For a pilot period of three years, terminable by the Company at the end of the third year

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following 12 months prior notice to participating Suppliers, the Company will purchase CBS accounts receivable as described herein and further detailed in the CBS Agreement.

b. Accounts receivable shall be purchased at a discount. The discount rate for CBS bills issued will be 3.31% for residential Customers and 0. 57% for commercial and industrial Customers. For STBA Customers with good payment history that enrolled in a Restricted STBA Group existing as of April 15, 2005, the discount shall be zero.

c. In order to qualify for CBS service, the Supplier's shall also agree to grant any and all authority to the Company necessary to enable the Company to manage CBS billing, payment and remittance processing, customer care including termination procedures according to the provisions of the Home Energy Fair Practices Act ("HEFPA"), HEFPA regulations and regulations governing the provision of service to nonresidential customers, as applicable.

d. A CBS Agreement will set forth additional terms and conditions of service consistent with applicable provisions.

K. STBA SERVICE AGREEMENT

The initial term of the STBA Service Agreement shall be one year, renewable annually for successive one-year terms unless canceled by default of any terms or conditions hereof, or by Supplier on sixty (60) days written notice prior to the end of the term, or otherwise by mutual agreement.

L. SPECIAL PROVISIONS:

(1) Force Majeure

Supplier will be excused from delivering the required daily quantity of supply on any given day for Force Majeure events which directly and substantially affect a Supplier's natural gas deliveries to the Company and for which alternate supply arrangements cannot be obtained by Supplier or, if the Supplier is unsuccessful in obtaining alternate supplies, for which the Company cannot obtain supplies on behalf of the Supplier. For supplies provided by the Company, the Supplier shall be charged the higher of the rate for deficiency imbalance sales service under SC 11 or the highest Daily Index price as set forth in General Information Section 29 for each day such alternate supplies are delivered on behalf of Supplier. For purposes of this Service Classification, a Force Majeure event will be any failure of the final pipeline delivering gas to the Company or an upstream pipeline feeding such pipeline, with such failure having been classified as a Force Majeure event pursuant to the terms of that pipeline's Federal Energy Regulatory Commission-approved tariff. A Force Majeure event that curtails the Supplier's firm transportation service on an upstream pipeline that ultimately feeds a downstream pipeline, which directly and substantially affects a Supplier's natural gas deliveries to the Company, and for which no alternative supplies are available from the Company or other sources will excuse a Supplier from performing pursuant to this Service Classification to the extent of such curtailment. If at such time the Supplier is

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delivering gas to Customers on other systems, the volume excused from performance on the Company's system will be no more than a proportionate amount of the affected deliveries curtailed by the Force Majeure event. The Supplier is responsible for supplying complete information and verifiable proof of all the particulars requested by the Company related to any such Force Majeure exclusion. In order to validate a claim of Force Majeure, the Supplier must have a firm, non-interruptible service with the affected pipeline that is covered by the Force Majeure event and must be willing to present such agreements to the Company.

Volumes curtailed pursuant to this Special Provision must be made up by Supplier as soon as possible at a delivery rate to be established by the Company. Any curtailed volumes which are not made-up within thirty (30) days will be sold to Supplier at a rate which is the higher of $10.00 per Mcf or the Deficiency Pricing Tier 3 as set forth in General Information Section 30 for the month during which volumes were curtailed.

(2) Supplies accepted by the Company for service hereunder shall meet the quality standards set forth in the Company's standard Transportation Service Agreement in General Information Section 26.

(3) A Supplier taking service under this Service Classification accepts the Company's calculation of the DDQ or ADDQ. The Company shall not be liable for errors in the calculation of the applicable DDQ or ADDQ.

(4) Supplier warrants that, at the time of delivery of gas to the Company's City Gate, Supplier or Customer shall have good title to deliver all volumes made available.

(5) After Supplier delivers gas or causes gas to be delivered to the Company at the Company's City Gate, the Company shall be deemed to be in control and possession of the gas until it is redelivered to the Customer at Customer's meter.

(6) Supplier shall include on the STBA Service Agreement a phone number by which Supplier can be reached on a twenty-four (24) hour basis.

(7) Suppliers (or authorized applicants) shall be entitled to receive, free of charge, twenty-four (24) months (or life of the account, if less) of a Customer's most recent usage and billing information. For each year of data beyond the twenty-four (24) month period and for any third request for the twenty-four (24) months data in any twelve (12) month period there shall be a charge of fifteen dollars ($15).

(8) Customer payment history for the most recent twenty-four (24) months shall be available to Supplier (or authorized applicants) upon the express written authorization by the Customer. A fee of fifteen dollars ($15) shall be charged for each additional year of information. "Payment history" shall mean whether or not the Customer had late payments or was disconnected during the past twenty-four (24) months.

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(9) With respect to all qualified low-income Customers in a STBA Group operated for the purpose of providing low income Customers with reasonably priced gas service, including but not limited to Customers identified as participating in any program operated by or on behalf of an authorized county Department of Social Services (or a successor agency with similar public service), the Company may issue an information-only bill directly to the end-use retail Customer. Such information-only bills issued by the Company shall separately identify STBA Supplier's charges. Mutually agreed terms and conditions of STBA Supplier payment and remittance processing shall be addressed in the STBA Service Agreement. Bills issued by the Company in connection with these services shall be provided on behalf of the STBA Supplier and for a charge equal to the BIPP charge as set forth in General Information Section 48.

(10) Demonstration of Customer Contracts

Suppliers offering retail contracts that include prepayment or deposit provisions must meet additional creditworthiness requirements set forth below. All Suppliers are required to submit an affidavit or statement to the Company, on Supplier's letterhead and signed by an authorized employee or officer, reporting whether any of Supplier's retail contracts include prepayment or deposit provisions. If at any point following the submittal of such statement or affidavit Supplier offers contracts with prepayment or deposit provision, an updated statement shall be submitted to the Company. Statements or affidavits found to be false or misleading shall be grounds for discontinuance of service.

(11) ESCO Requirements needed to qualify to accept Customer Deposits and Prepayments Pursuant to the Commission Order issued May 9, 2002 in Case 00-M-0504, the following requirements must be met before a Supplier may be permitted to accept deposits or prepayments from Customers.

a. Acceptable Security

The following security instruments have been deemed by the Commission to be acceptable qualifications for a Supplier to be permitted to accept Customer prepayments and deposits.

i. Minimum Bond Rating

Suppliers shall be permitted to accept Customer deposits and prepayments if the Supplier maintains a minimum bond rating as specified in the Creditworthiness Section of the Commission's UBPs. Suppliers shall be required to submit evidence of their bond ratings to the Commission and the Company at the initiation of service to Customers and each August 1 thereafter.

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ii. Escrow Account

Suppliers shall be permitted to accept Customer deposits if the Supplier maintains an Escrow Account(s) equal to the amount of Customer deposits for each Customer. Such Escrow Accounts must be maintained at financial institutions with a minimum "A" bond rating. Suppliers shall be required to file with the Commission and the Company proof of sufficient Escrow Account balances to cover current Customer deposits at the initiation of service to Customers and each August 1 thereafter.

iii. Letter of Credit

Suppliers shall be permitted to accept Customer deposits if the Supplier maintains a Letter of Credit from financial institutions with a minimum "A" bond rating. Suppliers shall be required to file with the Commission and the Company proof of a sufficient Letter of Credit to cover current Customer deposits at the initiation of service to Customers and each August 1 thereafter.

b. Failure to meet Security Reporting Requirements

Failure to meet any of the security reporting requirements specified above will result in termination of a Supplier's ability to receive service under this Service Classification upon Order by the Commission of a violation of the security reporting requirements.

M. RATES AND CHARGES:

(1) Distribution Services

The sum of the charges rendered for each of its STBA Customers at the appropriate rates for which each STBA Customer qualifies. Such services shall include, but not be limited to, transportation, balancing, capacity release and standby.

(2) City Gate Imbalance Charges

The sum of City Gate underdelivery charges specified in Section D.(2) above.

(3) Storage Gas Transfer Rate

The Storage Gas Transfer Rate shall be the sum of (1) the base storage transfer rate, plus (2) the demand transfer recovery ("DTR") rate.

The base storage transfer rate will equal the weighted average commodity cost of gas injected into storage during the injection months (April through October). The DTR rate shall equal the per Mcf system

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average unrecovered demand charge revenue beginning in the month of April through the initial month that storage capacity is released to the Supplier. The system average unrecovered demand charge revenue shall equal the sum of the difference between the average demand charge revenues and the average fixed demand cost beginning the month of April through the initial month that storage capacity is released to the Supplier. The base storage transfer rate and DTR shall be filed with the Public Service Commission not less than three (3) business days prior to the beginning of the month for which the rate shall be in effect.

All revenues received from such gas storage transfers shall be credited to the Monthly Gas Supply Charge under General Information Section 19.F.(1).

(4) Charge for Suspension of Service under Section 32(5) of Public Service Law

The charge to affect a physical suspension of service pursuant to Section 32(5) of Public Service Law shall be $87.00. This charge shall be billed to the Supplier each time a Company representative visits the Customer's location for attempted or completed suspensions. The charge shall also be applied for each post-suspension follow-up visit, to the extent performed as required.

(5) Community Choice Aggregation Data Fees

As applicable, the Company may charge for the provision of data to support Community Choice Aggregation Programs pursuant to General Information Section 53.