

PSC No:4 Gas
Corning Natural Gas Corporation
Initial Effective Date: 10/01/2003

Leaf: 109
Revision: 0
Superseding Revision:

8. FIRM TRANSPORTATION SERVICE AGREEMENT FOR SERVICE TO AGGREGATED CUSTOMERS

THIS AGREEMENT, made this ____ day of _____, 20__ by and between Corning Natural Gas Corporation (Corning), a New York Corporation, having offices at 330 West William Street, Corning, New York, and _____ having a legal address at _____ (Customer).

W I T N E S S E T H :

WHEREAS, Customer has access to available quantities of natural gas, which quantities have been purchased by Customer for use in its facilities located at _____.

WHEREAS, Customer desires to have such quantities of natural gas transported to such facilities by Corning and _____.

WHEREAS, Corning is willing to receive, transport and deliver equivalent quantities (less quantities retained for unaccounted for gas as provided in the applicable tariff provision) to an existing point of delivery between Corning and Customer all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and pursuant to the terms and provisions of Service Classification No. 14, P.S.C. No. 4-Gas or superseding issues thereof the parties hereto agree as follows:

A. Term of Agreement

The term of this Agreement shall be one year and shall commence on _____ and shall continue through _____ and continue month to month thereafter unless terminated by either party with a 90 day written notice.

B. Available and Maximum Daily Quantity

The maximum daily quantity of gas to be transported is _____Mcf. The total quantity of gas to be transported under the terms of this agreement is estimated to be _____ Mcf. Customer expressly acknowledges that it has been apprised of the aforesaid limitations.