

PSC NO: 12 GAS

LEAF: 108

COMPANY: CENTRAL HUDSON GAS &amp; ELECTRIC CORPORATION

REVISION: 1

INITIAL EFFECTIVE DATE: 09/01/04

SUPERSEDING REVISION: 0

**40. FORM OF TRANSPORTATION SERVICE AGREEMENT (SERVICE CLASSIFICATION NO. 11)**

AGREEMENT made and entered into for firm gas transportation service by and between Central Hudson Gas & Electric Corporation, (herein called the Company) and \_\_\_\_\_ (herein called the Customer).

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree that Company will transport for Customer and Customer will furnish to Company natural gas (not less than 75,000 Mcf. annually) for such transportation during the term hereof.

The Customer agrees that service supplied under this Agreement will be taken and paid for by the undersigned in accordance with the rules and regulations, and at the rates contained in the Company's tariffs and schedules as filed from time to time with the Public Service Commission of the State of New York.

If extension or reinforcement of distribution main facilities is required for transportation service, Customer agrees to prepay to the Company the total costs of such additional facilities. All customers opting to commence service under this service classification on and after September 1, 2004 are required to agree to have automated meter recording equipment furnished and installed by the Company at the Customer's expense. The Customer agrees to prepay to the Company the cost of the automated meter recording equipment. The Customer shall furnish an electrical supply and a phone line necessary for the operation of the equipment, in an area which is acceptable to the Company.

DELIVERIES: Beginning on the date on which deliveries of gas are commenced hereunder and thereafter for the remaining term of this Agreement, Company agrees to receive from Customer for transportation and Customer agrees to tender for transportation up to the following quantities of natural gas:

Maximum Daily Quantity (MDQ) \_\_\_\_\_ Mcf.

The Customer agrees to notify the Company, in writing, of Customer's daily and monthly transport quantity for each month and the delivering pipeline, on or before the date indicated on the Company's Calendar of Gas Transportation Scheduling as defined in General Information, Section 2.

If the MDQ is exceeded on more than five separate days during the period November 1 through March 31, the average demand on those days will establish a new MDQ.

Issued by: Arthur R. Upright, Senior Vice President, Poughkeepsie, New York