

..DID: 9989
..TXT: PSC NO: 88 GAS LEAF: 84
COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION REVISION: 1
INITIAL EFFECTIVE DATE: 10/01/99 SUPERSEDING REVISION: 0
STAMPS: Issued in compliance with Commission order in case 98-M-1343 dated 09/
RECEIVED: 09/30/99 STATUS: Effective EFFECTIVE: 10/01/99

SERVICE CLASSIFICATION NO. 8 (CONT'D)
FIRM OR RECALLABLE CAPACITY ASSIGNMENT (CONT'D)

SPECIAL PROVISIONS: (CONT'D)

- E. First Assignees, who have executed a valid Agency Agreement For Upstream Capacity Assignment as set forth in General Information Section 15 of this Schedule, will have the right to permit other parties, as their agent, to administer their contracts for assignment of services. An agent may administer assignment of service contracts for more than one customer and thus aggregate assignment of services for such customers under all of those contracts, provided however, that the agent's use of that aggregated assignment of service contract is limited to assignment of services for customers that have delegated their assignment of service contracts to that agent. The customer must provide Assignor notice of whom its agent is for these purposes at least three (3) days prior to the date the agent will assume responsibility for administering the customer's assignment of service contract. The customer may only appoint one agent for each assignment of service contract, but that customer may enter into multiple assignment of service contracts to permit the customer to delegate assignment of service contracts to more than one agent.
- F. All First Assignees or their agents designated in an executed Agency Agreement For Upstream Capacity Assignment as set forth in General Information Section 15 of this Schedule must be connected to the information and communication system specified by the Company's Gas Supply Department. The Company shall have no obligation to allocate capacity to customers or other parties who are not connected to the information and communication system.
- G. For any assignment of services tendered by Assignor to First Assignee:
1. First Assignee shall be responsible for compliance with all terms and conditions for specific assigned services that are contracted for, as set forth herein, including all terms and conditions and any revisions thereof that may be proposed and made effective, as set forth by any and all pipeline(s) for which assignment of services are rendered.
 2. First Assignee, or his Marketer, shall submit all transportation nominations for assignment of services contracted for, or for any subsequent assignees, to Assignor in accordance with the Capacity Assignment Schedule to be provided by the Company on a monthly basis.
 3. First Assignee shall be responsible for paying all prices, charges, penalties, and fees which may accrue in connection with the assignment of services contracted for by First Assignee, or any subsequent assignees.

Issued By: George E. Bonner, Vice President - Gas Operations & Marketing, Binghamton, NY

(Name of Officer, Title, Address)