

..DID: 509
 ..TXT: PSC NO: 88 GAS LEAF: 34
 COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION REVISION: 0
 INITIAL EFFECTIVE DATE: 03/07/97 SUPERSEDING REVISION:
 STAMPS:
 Cancelled by 1 Rev. Leaf No. 34 Effective 01/01/1998
 RECEIVED: 12/23/96 STATUS: Cancelled EFFECTIVE: 03/07/97

GENERAL INFORMATION

16. SERVICE CLASSIFICATION NOS. 13 AND 14 AGREEMENT FOR SMALL CUSTOMER AGGREGATION:

TRANSPORTATION SERVICE AGREEMENT FOR SMALL CUSTOMER AGGREGATION

THIS SERVICE AGREEMENT is made this _____ day of _____, 199____, by and between **NEW YORK STATE ELECTRIC & GAS CORPORATION** ("NYSEG"), a New York Corporation, having offices at 4500 Vestal Parkway East, P.O. Box 3607, Binghamton, New York 13902-3607, and _____, a(n) _____, having offices/a residence at _____, (Customer's address).

In consideration of the mutual covenants contained herein, the parties agree as follows:

A. Nature of Service

1. Customer shall be required to purchase natural gas for itself or shall select its own supplier of natural gas and Customer will receive gas transportation service on NYSEG's system. Gas suppliers must meet and continue to meet NYSEG's credit requirements for Customer to be eligible for this service. The term shall be one (1) year and year to year thereafter and the Agreement shall terminate automatically in the event Customer returns to NYSEG sales service.

2. During the term of this Agreement, Company will assign the capacity it controls on upstream interstate pipelines needed for Customer to bring gas from gas producing regions to NYSEG's own natural gas distribution system in accordance with the General Information Section of PSC No. 88 Gas, or superseding issues thereof. NYSEG will transport the Customer's gas to Customer from that point. NYSEG will assign the capacity to Customer or, at Customer's election and on Customer's behalf, to a natural gas marketer of Customer's choosing, as Customer's agent. Customer shall be responsible for the payment for the assigned capacity and such payment shall be made directly to the pipeline owning the assigned capacity or otherwise in accordance with the General Information Section of PSC 88 Gas, or superseding issues thereof. Such capacity may be recalled if the aggregator fails to provide service, if the aggregator fails to maintain appropriate creditworthiness, in *force majeure* situations where the capacity is needed to stabilize system reliability, or where the Customer or its marketing agent fails to pay in a timely fashion for the upstream interstate pipeline capacity NYSEG has assigned, including for any and all imbalance or other charges or penalties associated with the upstream capacity.

Issued By: Michael I. German, Senior Vice President, Binghamton, New York
(Name of Officer, Title, Address)