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COMPANY: NATIONAL FUEL GAS DISTRIBUTION CORPORATION REVISION: 0

INITIAL EFFECTIVE DATE: 05/15/99 SUPERSEDING REVISION:

STAMPS: ISSUED IN COMPLIANCE WITH ORDER IN C. 98-G-0122 DATED 03/17/99.

RECEIVED: 05/14/99 STATUS: Effective EFFECTIVE: 05/15/99

SERVICE CLASSIFICATION No. 21

BASIC GAS-FOR-ELECTRIC-GENERATION-SERVICE TARIFF - Continued

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.

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.
- 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 Section 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 (3) billing months after the billing month in which the Company received surplus imbalances excess deliveries in behalf of the Customer.

Issued by <u>P.C. Ackerman, President, 10 Lafayette Square, Buffalo NY 14203</u> (Name of Officer, Title, Address)