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 ..TXT: PSC NO: 8 GAS LEAF: 131  
 COMPANY: NATIONAL FUEL GAS DISTRIBUTION CORPORATION REVISION: 0  
 INITIAL EFFECTIVE DATE: 04/01/98 SUPERSEDING REVISION:  
 STAMPS:  
 RECEIVED: 01/05/98 STATUS: Effective EFFECTIVE: 04/01/98

## GENERAL INFORMATION (Cont'd)

II. 31. CBA CUSTOMER CONSENT FORM (DMT)

CBA Customer Consent Form No. \_\_\_\_\_  
 National Fuel Gas Distribution Corporation ("Company")  
 CBA Customer Consent Form (DMT)

Customer: \_\_\_\_\_ ("CBA Customer")  
 Facility: \_\_\_\_\_  
 RBA No.: \_\_\_\_\_

Pursuant to the provisions set forth in Service Classification ("SC") No. 18, Customer Balancing and Aggregation ("CBA"), Customer hereby appoints the following person(s) as CBA Customer's Aggregator:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Company: \_\_\_\_\_

CBA Service Agreement No. \_\_\_\_\_

1. Purpose: By this instrument, CBA Customer appoints an Aggregator to act on behalf of CBA Customer solely for the purposes described in SC 18.
2. Term: This CBA Customer Consent Form shall be effective as of the first day of the next applicable billing cycle and shall remain effective on a month-to-month basis. It may be cancelled or otherwise terminated as follows:
  - a. At will by mutual agreement of CBA Customer and Aggregator upon thirty (30) days written notice to the Company;
  - b. Absent mutual agreement of CBA Customer and Aggregator, at will by either CBA Customer or Aggregator upon thirty (30) days written notice to the Company and non-consenting CBA Customer or Aggregator;
  - c. In the event the CBA Service Agreement between the Aggregator hereof and the Company expires, is cancelled or otherwise terminated, Company will endeavor to provide advance notice to CBA Customers in such event;
  - d. In the event of default by the CBA Customer on CBA Customer's Transportation Service Agreement with the Company;
  - e. At the discretion of the Company to the extent necessary to preserve system operational integrity; or
  - f. Pursuant to an order of the Public Service Commission of the State of New York.

Upon cancellation or termination, CBA Customer shall be removed from the Aggregator's CBA Group, as described in SC 18, and resume primary and full responsibility for imbalances pursuant to the applicable transportation service classification. Imbalances shall be calculated as of the first month following the removal of CBA Customer from the CBA Group.

3. CBA Customer Imbalances: CBA Customer Imbalances that occur after the effective date hereof ("CBA Imbalances") shall be billed to the Aggregator, who assumes the primary responsibility for CBA Imbalances. Said CBA Imbalances will be billed to Aggregator so long as this CBA Customer Consent Form remains effective.
4. Residual CBA Imbalances: In the event the Aggregator's CBA Service Agreement with the Company expires, is cancelled or otherwise terminates, CBA Customer shall be primarily liable for CBA Customer's proportionate share of the unresolved or residual CBA Imbalance. Said proportionate share shall be calculated by the Company pursuant to the applicable transportation service classification and billed to CBA Customer in the ordinary course.
5. Incorporation by Reference: This CBA Customer Consent Form incorporates, and is subject to the terms and conditions of National Fuel's tariff, as amended from time to time; the CBA Service Agreement between the Aggregator and the Company; the CBA Customer's Transportation Service Agreement; and any applicable orders, rules and regulations issued by the Public Service Commission of the State of New York.

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 CBA Customer

Acknowledged: \_\_\_\_\_ Witnessed by: \_\_\_\_\_

\_\_\_\_\_  
 Aggregator Company Representative

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