

PSC NO: 9 GAS
NATIONAL FUEL GAS DISTRIBUTION CORPORATION
INITIAL EFFECTIVE DATE: 05/31/2016

SECTION: 19 LEAF: 16
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION No. 19 (Cont'd)

SUPPLIER TRANSPORTATION, BALANCING AND AGGREGATION - Cont'd

delivering gas to Customers on other systems, the volume excused from performance on the Company's system will be no more than a proportionate amount of the affected deliveries curtailed by the Force Majeure event. The Supplier is responsible for supplying complete information and verifiable proof of all the particulars requested by the Company related to any such Force Majeure exclusion. In order to validate a claim of Force Majeure, the Supplier must have a firm, non-interruptible service with the affected pipeline that is covered by the Force Majeure event and must be willing to present such agreements to the Company.

Volumes curtailed pursuant to this Special Provision must be made up by Supplier as soon as possible at a delivery rate to be established by the Company. Any curtailed volumes which are not made-up within thirty (30) days will be sold to Supplier at a rate which is the higher of \$10.00 per Mcf or the Deficiency Pricing Tier 3 as set forth in General Information Section 30 for the month during which volumes were curtailed.

- (2) Supplies accepted by the Company for service hereunder shall meet the quality standards set forth in the Company's standard Transportation Service Agreement in General Information Section 26.
- (3) A Supplier taking service under this Service Classification accepts the Company's calculation of the DDQ or ADDQ. The Company shall not be liable for errors in the calculation of the applicable DDQ or ADDQ.
- (4) Supplier warrants that, at the time of delivery of gas to the Company's City Gate, Supplier or Customer shall have good title to deliver all volumes made available.
- (5) After Supplier delivers gas or causes gas to be delivered to the Company at the Company's City Gate, the Company shall be deemed to be in control and possession of the gas until it is redelivered to the Customer at Customer's meter.
- (6) Supplier shall include on the STBA Service Agreement a phone number by which Supplier can be reached on a twenty-four (24) hour basis.
- (7) Suppliers (or authorized applicants) shall be entitled to receive, free of charge, twenty-four (24) months (or life of the account, if less) of a Customer's most recent usage and billing information. For each year of data beyond the twenty-four (24) month period and for any third request for the twenty-four (24) months data in any twelve (12) month period there shall be a charge of fifteen dollars (\$15).
- (8) Customer payment history for the most recent twenty-four (24) months shall be available to Supplier (or authorized applicants) upon the express written authorization by the Customer. A fee of fifteen dollars (\$15) shall be charged for each additional year of information. "Payment history" shall mean whether or not the Customer had late payments or was disconnected during the past twenty-four (24) months.

Issued by C. M. Carlotti, President, 6363 Main Street, Williamsville, NY 14221
(Name of Officer, Title, Address)