

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

SECTION: 4 LEAF: 4
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION No. 4 (Cont'd)

SUPPLEMENTAL SERVICE - Cont'd

H. UNAUTHORIZED DEFICIENCY IMBALANCE PENALTY:

If any Customer should take during any year a volume of gas in excess of the amount allowable under General Information Section 20 as hereinbefore set forth, the Customer shall pay to the Company a penalty of \$3 for each Mcf of gas of such excess, which penalty shall be paid in addition to all other charges payable by the Customer hereunder.

The payment of a penalty for authorized deficiency imbalance shall not under any circumstances be considered as giving any such Customer the right to take unauthorized deficiency imbalance, nor shall such payment be considered as a substitute for any other remedies available to the Company against the offending Customer for failure to respect its obligation to adhere to the provisions of its agreement with the Company.

If any Customer should take a volume of gas in contravention of curtailments imposed by the Company as contemplated in General Information Section 20.D., the Customer shall pay to the Company an additional penalty of \$7 for each Mcf of such gas taken in violation of such curtailment such Customer the right to take unauthorized deficiency imbalance, nor shall such payment be considered as a substitute for any other remedies available to the Company against the offending Customer for failure to respect its obligation to adhere to the provisions of its agreement with the Company.

If any Customer should take a volume of gas in contravention of curtailments imposed by the Company as contemplated in General Information Section 20.D., the Customer shall pay to the Company an additional penalty of \$7 for each Mcf of such gas taken in violation of such curtailment.

AGREEMENT FOR SERVICE
UNDER
SERVICE CLASSIFICATION NO. 4

_____, with its principal offices at _____ in the _____ of _____, (hereinafter "Customer") agrees to take, and National Fuel Gas Distribution Corporation, a New York corporation with its principal offices at 6363 Main Street, Williamsville, New York 14221, (hereinafter "Company"), agrees to render, service under the Company's Schedule for Service, P.S.C. No. 9 - Gas.

The service contracted for hereunder shall be rendered to the Customer's premises at

_____ in the _____ of _____, New York.

The Customer's Maximum Daily Volume is the maximum daily volume of gas delivered by the Company to the Customer during a single day during the winter period running from December 1 to February 28. The Maximum Daily Volume will be established at a level equal to the highest single day consumption during the first month of the first winter period that a customer receives service under SC 4.

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