

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

SECTION: 0 LEAF: 104
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

II.26. TRANSPORTATION SERVICE AGREEMENT

- A. Terms and Conditions Applicable to Transportation Service under Service Classification Nos. 13 and 18.

The following terms and conditions shall be incorporated by reference into the Transportation Service Agreement ("TSA"), a form of which is set forth in General Information Section 26.B., as if fully stated therein.

- (1) The Company will provide transportation and balancing services to facilitate the redelivery of gas supplies from the City Gate to the Customer. Receipt of natural gas at the City Gate may be limited to the Customer's Daily Delivery Quantity ("DDQ"). The Customer, or Customer's agent, shall deliver or cause to be delivered at the City Gate the DDQ on each day of the month, within the applicable tolerance band. The Company will deliver to the Customer the Customer's gas requirements and will provide daily City Gate Balancing services to the extent actual City Gate deliveries differ from the DDQ. Burner tip imbalances will be addressed as provided in the applicable service classification. The Company is not obligated to accept any volumes nominated in excess of Customer's DDQ.
- (2) Customer revokes its status as a firm sales customer of the Company except with respect to its usage for equipment identified in writing to the Company.

Customer may reapply for firm sales service upon termination of the TSA, subject to the availability of sufficient gas supplies. Customer further acknowledges that, in order to measure its reliance upon the Company's system gas supplies, Customer may be required, either during or after the term of the TSA, to install, at its own expense, such special meters or other devices as are necessary to provide the Company with a daily record of the usage of the facilities subject to Service Classification No. _____, if such requirement is approved by the Public Service Commission.

- (3) All gas which enters the Company's pipeline for redelivery under the applicable transportation service shall be clean and commercially free from dust, objectionable odors or other solid, gaseous or liquid matter which may interfere with its merchantability or cause injury to or interference with proper operation of the Company's pipelines, regulators, meters or other equipment through which the gas flows. Should any of the above substances enter the Company's facilities as a result of this transportation service and cause damage to any facility of the Company it may bill Customer for the cost to repair such damage; and Customer shall pay for same within 15 days of receipt of such bill. In addition, should any of the above substances enter the facilities of any pipeline company whose transportation services will be employed by the Company to complete the transportation contemplated herein, and cause damage to any such facilities, the Company may bill Customer for any cost incurred by the Company to repair such damage; and Customer shall pay for same within 15 days of receipt of such bill.

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