

PSC No: 6 Gas
Corning Natural Gas Corporation
Initial Effective Date: 09/01/2008

Leaf: 15
Revision 0
Superseding Revision:

- f. Customer shall be responsible for the acquisition of any property rights necessary to accommodate the construction and installation of facilities which may be required for the receipt, delivery or metering of natural gas delivered hereunder into Corning's pipeline and measurement system. Corning shall be reimbursed by Customer for any costs incurred in the construction and installation of the required receipt or delivery facilities, including, but not limited to, the costs of labor, materials and customary overheads. Corning will be reimbursed by the customer for required load management equipment at the customer location.
- g. Corning will render to Customer a statement of the total quantity of natural gas received for the account of Customer hereunder and the charges due thereon. All bills are rendered at the applicable rate as specified in the Company's tariff plus applicable revenue taxes, and that amount is due on bills paid on or before the date shown on the bill. The Late Payment Charge will be due if payment is not made on or before the date specified on the bill in accordance with the provision of General Information Rule 10 on Leaf 8.
- h. Title to the volumes of gas delivered to Corning under this Service Agreement shall pass to Corning at the Point or Points of Receipt subject to Corning returning equal volumes less the allowance for unaccounted-for gas to the customer at the Point(s) of Delivery at which latter Point(s) title to the gas shall become vested in the customer. The Customer and Corning, for themselves, their successors and assigns, warrant, each to the other, that at the time of receipt and delivery of gas hereunder good title to such gas shall be in the party making delivery, and shall be free and clear of all liens, encumbrances and claims whatsoever.
- i. Neither of the parties hereto shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court of governmental authority which as been resisted in good faith by all reasonable legal means and any other cause whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

Issued by Michael German, President and C.E.O., Corning, N.Y. 14830