

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

Leaf: 11
Revision 1
Superseding Revision: 0

Firm transportation service will be provided on a "first call" basis for the available capacity in the Company's or Supplier's gas system. If other applicants desire firm transportation service and there is only available capacity for the "first" applicant, the "first" applicant can reserve the required available capacity for a period of 3 months. If deliveries are not commenced within the 3 month period, the available capacity will be released for the use of the other applicants.

Any additional facilities, including but not limited to any load management equipment, which the Company deems are necessary to provide this transportation service shall be totally provided at the Customer's expense.

E. Force Majeure; Limitation of Liability:

Whenever the integrity of the Company's system or the supply of gas is believed to be threatened by conditions on its system, or upon the systems with which it is directly or indirectly interconnected, the Company may, in its sole judgement, curtail or interrupt gas service or reduce pressure and such action shall not be construed to constitute a default nor shall the company be liable therefore in any respect. The Company will use efforts reasonable under the circumstances to overcome the cause of such curtailment, interruption or reduction and to resume full performance.

The Company shall be excused from performing under this Service Classification and shall not be liable in damages or otherwise, if and to the extent that it shall be unable to do so, or prevented from doing so by statute or regulation or by action of any court or public authority having or purporting to have jurisdiction in the premises; or by loss, diminution or impairment of gas supply from its suppliers, or the systems of others with which it is interconnected, or by a break or fault in its distribution system, failure, or improper operation of equipment necessary for gas distribution or by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, act of God or public enemy, failure of any supplier to perform, restraint by any court or regulatory agency, or any other intervening cause, whether or not similar thereto; the Company shall use efforts reasonable under the circumstances to overcome such cause and to resume full performance. The foregoing shall not alter the Company's liability under applicable legal standards for damages in case of its negligent or intentionally wrongful conduct, with respect to any act or failure to act by the Company in any matter within its direct and exclusive control.