

PSC NO. 3 GAS
St. Lawrence Gas Company, Inc.
Initial Effective Date: 06/04/2004

Leaf: 290
Revision: 0
Superseding Revision:

SERVICE CLASSIFICATION NO. 5

INTERRUPTIBLE TRANSPORTATION SERVICE –
INDIVIDUALLY NEGOTIATED AGREEMENTS (Cont'd)

Service Agreement:

Company and customer will execute a Transportation Service Agreement prior to the commencement of service hereunder. The Transportation Service Agreement will contain all necessary information for company to supply service to customer including, but not limited to:

1. the term of agreement, options for continuing service and options for canceling service;
2. the exact character of service including volumes, pressures and customer's equipment to be served;
3. receipt and delivery points, intervening pipelines and suppliers;
4. a listing of all charges to be made for services rendered.

Rate:

The rate for service shall be as negotiated in the Transportation Service Agreement. Such rate shall recover all incremental costs company incurs in serving customer and shall provide a reasonable contribution to system costs.

Each month the volume of gas received by company for transportation to customer (Monthly Transportation Volume) and the volume delivered to customer (Monthly Delivery Volume) shall be reconciled. The charges for these Imbalance Provisions are outlined in 2.XI.K.

Iroquois Surcharge:

The rate for service herein will be subject to a surcharge for the Iroquois / Lisbon Interconnection at a unit rate of \$0.0013636/therm for those customers who are capable of deriving benefit from the interconnection.

Minimum Charge:

The customer and company will negotiate an annual minimum bill which will be the greater of:

1. an amount which will cover the annual level premium carrying charges related to the capital cost, and operating expenses, and keep all other ratepayers from paying any costs related to the cogeneration project, and
2. an amount based on fifty percent of annual contract volumes.

Where a customer fails to pay the required amount of revenue during the contract year, customer will pay to company the amount deficient. The deficiency will be billed with the last monthly invoice in each contract year.

Issued by: G. Robert Simpson, President and General Manager, 33 Stearns Street, Massena, NY