

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

Leaf: 115
Revision: 0
Superseding Revision:

GENERAL INFORMATION

2. General Rules, Regulations, Terms and Conditions: (Cont'd)

X. Additional Terms and Conditions Applicable to Contracted Sales and Transportation Services:

The following general terms and conditions as set forth herein are incorporated by reference in any and all contracts for sales and transportation service entered into by company relative to Service Classification Nos. 1, 2, 3, 4, 9 and 10..

A. Firm Versus Interruptible Service

1. The term "Firm Service" as used in any contract shall mean service that shall not be subject to curtailment or interruption except that caused by force majeure as defined hereinafter and firm service deliveries of gas to customers shall have priority over all deliveries of gas made or to be made by company on an interruptible basis.
2. The term "Interruptible Service" as used in a contract shall mean service that shall be subject to curtailment or complete discontinuance of service during periods of peak demand or other causes which necessitate reducing the load on the transmission line or distribution system. Unless otherwise directed by the company for operational reasons, customer may comply with any order to curtail or discontinue service by making an equivalent volumetric reduction or discontinuance of service at any location owned, operated or controlled by customer in company's service territory.

B. Determination of Deliveries:

When a customer contracts for service under both Service Classification Nos. 3 and 4, all natural gas service taken by customer from company in any billing period up to the volume which buyer is entitled to receive on a firm service basis in such billing period (based on the number of days in the billing period times buyer's Contract Volume) shall be deemed to be firm service gas and only the excess volume of natural gas taken by customer from company in such billing period shall be deemed to be interruptible service received unless some other basis for determining the volumes of firm service and interruptible service so received in any billing period shall be specifically agreed upon in writing by company and customer.

C. Billing Period:

1. Bills shall be rendered monthly on the basis provided in the appropriate Service Classification. The bill which is rendered following the completion of each contract year shall include any minimum bill charges as contained in the Service Classification.
2. Customer or Agent as applicable, agrees to pay all bills within twenty days after the bill is rendered and company may charge interest or late payment penalties, except to State agencies, as stipulated in the Service Classification. Service to State agencies will be rendered in accordance with Article XI-A of the State Finance Law. (Chapter 153 of the Laws of 1984, effective July 1, 1984.)

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