

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

Leaf: 118
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: (Cont'd)

H. Liability of Company:

Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of gas, or from the presence or operation of company's structures, equipment, pipes, appliances or devices on customer's premises, except injuries or damages resulting from the negligence of company.

I. Customer Information:

Customer will advise company by facsimile, telephone or otherwise of any anticipated material changes from its established load pattern as far in advance as operating conditions will permit.

J. Priority of Service:

All service provided under Service Classification Nos. 4, 5 and 9 will be subject to interruption immediately upon request of company and prior to Service Classification Nos. 1, 2, and 3. At any time that customer's dual fuel equipment becomes inoperable and would prevent the interruption of gas service, customer must notify company immediately of that condition and of any other condition that would prevent immediate interruption. Customer must take immediate action to correct the condition and notify company when such condition has been corrected. Company shall not be liable in any way for any failure in whole or in part, temporary or permanent, to deliver gas under Service Classifications Nos. 4, 5 and 9.

K. Equipment:

The title to all service pipes, meters, regulators, attachments and equipment placed on customer's premises and not sold to customer shall remain with company, together with right of removal. No charge shall be made by customer for use of premises occupied thereby and customer shall be responsible for any loss or damage thereto resulting from willful or negligent acts of customer or its agents or employees.

Customer shall provide at its own expense a suitable site and any and all housing required for company's metering equipment and other equipment now or hereafter necessary for the furnishing of gas hereunder. All necessary metering equipment shall be furnished by company.

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