

PSC NO: 8 GAS
NATIONAL FUEL GAS DISTRIBUTION CORPORATION
INITIAL EFFECTIVE DATE: 8/11/05
ISSUED IN COMPLIANCE WITH ORDER IN CASE NO. 04-G-1047 DATED 7/22/05.

LEAF: 213
REVISION: 6
SUPERSEDING REVISION: 5

SERVICE CLASSIFICATION No. 13D (Cont'd)

DAILY METERED TRANSPORTATION (DMT) SERVICE - Continued

SPECIAL PROVISIONS:

1. Except as provided in the Joint Proposal adopted by the Commission in an order issued on July 22, 2005 in Case 04-G-1047 et al., the expense of installing facilities necessary to receive and meter gas delivered by or for the account of the Customer shall be borne by the Customer.
2. Deliveries by or for the account of the Customer will be subject to the availability of sufficient pipeline capacity and will be made against line pressure at a maximum pressure to be designated by the Company from time to time in its sole discretion. Gas to be delivered to the Company shall not be compressed except where specifically permitted by the Company.
3. Gas delivered by the Customer must satisfy the quality specifications set forth in the Transportation Service Agreement. Deliveries must be made at an appropriate Company facility located within the Territory described in Part I of this Schedule, or at another point or points acceptable to the Company.
4. If a Customer receiving gas transported by the Company uses less than the amount of gas delivered into the Company's system for transportation to such Customer ("surplus imbalance"), the surplus imbalance requirements specified in this Rate Schedule shall apply.
5. As allowance for losses incurred in the process of delivery, the Customer shall provide the Company with a volume of gas equal to 2.0% through August 31, 2005; 1.95% effective September 1, 2005 and 1.90% effective September 1, 2006 of the amount delivered to the Company. For transportation of gas purchased by the Customer from the Company under SC 11, SC 12, and SC 14, such allowance shall be recovered through the rate charged under SC 11, SC 12, and SC 14 and shall not be charged under this Rate Schedule.
6. The Company reserves the right to suspend its receipt of gas on behalf of the Customer at any location if it believes that such action is required by its obligation to provide safe and adequate service to its Customers.
7. The Customer may reserve firm transportation sales or standby status with respect to separately metered gas burning equipment identified in the Transportation Service Agreement. The expense of installing facilities necessary to accomplish such separate metering shall be borne by the Customer.
8. The term of the Service Agreement for default-rate service hereunder shall be month-to-month unless cancelled by default of any terms or conditions hereof, or upon fifteen (15) days notice prior to the end of a term, or otherwise by mutual agreement.

Issued by D. J. Seeley, President, 6363 Main Street, Williamsville, NY 14221
(Name of Officer, Title, Address)