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COMPANY: NATIONAL FUEL GAS DISTRIBUTION CORPORATION REVISION: 1

INITIAL EFFECTIVE DATE: 04/01/99 SUPERSEDING REVISION: 0

STAMPS: ISSUED IN COMPLIANCE WITH ORDER IN CASE NO. 93-G-0932 DATED 11/03/98.

Cancelled by 2 Rev. Leaf No. 271 Effective 04/01/1999

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SERVICE CLASSIFICATION No. 19 (Cont*d)

SUPPLIER TRANSPORTATION, BALANCING AND AGGREGATION - Continued

(4) Procedures are in place to ensure residential Customers receive adequate prior notice of termination of gas supply services. The procedures must provide that notifications be sent to the residential Customer(s) and the Company at least fifteen (15) days before discontinuance of supply service to allow residential Customers the opportunity to pay the overdue bill or request service from another provider.

b. STBA Service on Behalf of Non-residential Customers

- (1) Contracts between Suppliers and non-residential Customers must contain a statement advising the Customers of protections that have been waived in the transaction. Each Supplier will file a copy of its standard Customer contract with the Staff of the Consumer Services Division, Department of Public Service, Three Empire State Plaza, Albany, New York, 12223.
- (2) Supplier must establish a reasonable dispute resolution process.

12. STBA Service Agreement

a. Term

STBA Service Agreements shall have 12-month term ending March 31 annually. The initial term may be less than twelve (12) months. Any renewal term may be canceled by either party on sixty (60) days notice prior to the April 1 anniversary date.

b. Cancellation

The STBA Service Agreement may be canceled by either party according to the terms and conditions stated therein.

c. Dispute Resolution

The parties shall endeavor to resolve all disputes regarding service hereunder through informal means. A dispute resolution process for matters not resolved informally may be incorporated in the STBA Service Agreement.

Issued by <u>P.C. Ackerman, President, 10 Lafayette Square, Buffalo NY 14203</u> (Name of Officer, Title, Address)