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## SERVICE CLASSIFICATION NO. 12 (Cont'd.)

## SPECIAL PROVISIONS: (Cont'd.)

Standby Charges (applicable during 1999 - 2000 winter only) (Cont'd.) (F)

## Standby Volumetric Charge

The Seller shall pay a Standby Volumetric Charge during the winter months of November through March for gas supplied by the Company due to Seller's failure to deliver required quantities because of a curtailment by an interstate pipeline of firm transportation with secondary delivery point capacity. The Standby Volumetric Charge shall be calculated daily and shall be equal to:

volumes curtailed x (Standby Volumetric Rate - Standby Capacity Rate)

## where:

the Standby Volumetric Rate equals the Company's weighted average transportation cost including fuel losses, calculated at 100% load factor ("WACOT") plus a gas cost equal to the highest daily "Midpoint" rate of the "Louisiana - Onshore South", "Tennessee" receipt points for the applicable day as published in Gas Daily in the table, "Daily Price Survey".

After Seller delivers gas or causes gas to be delivered to the Company at the (G) Company's point of interconnection with the applicable interstate pipeline, the Company shall be deemed to be in control and possession of the gas until it is redelivered to customer at customer's meter. Seller shall have no responsibility, unless otherwise specified herein, with respect to any gas delivered by the Company or on account of anything which may be done, happen or arise with respect to such gas while such gas is in the control and possession of the Company.

The Company shall have no responsibility with respect to such gas before Seller delivers such gas to the Company or after the Company redelivers such gas to customer at customer's meter, or on account of anything which may be done, happen or arise with respect to such gas before such delivery or after such redelivery.

- The Company shall in no way be liable for any discrepancies between an (H) individual customer's calculated DCQ and its actual usage, nor responsible for any additional gas costs incurred by a Seller due to such discrepancies.
- (I) Sellers electing to serve new customers pursuant to Service Classification No. 6, or Sellers transferring from Service Classification No. 11 to this Service Classification to serve existing Service Classification No. 6 customers, shall be precluded from transferring to Service Classification No. 11 through March 31, 1999. Thereafter, Sellers serving Service Classification No. 6 customers pursuant to this Service Classification may not transfer a customer to another Service Classification more than once in a twelve-month period.

Issued By: Kevin Burke, President, Pearl River, New York Issued in compliance with Order in Case 97-G-1380 dated 08/19/99 Title, Address)