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..TXT: PSC NO: 88 GAS LEAF: 32
COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION REVISION: 1
INITIAL EFFECTIVE DATE: 01/01/00 SUPERSEDING REVISION: 0
STAMPS:
RECEIVED: 11/12/99 STATUS: Effective EFFECTIVE: 01/01/00

GENERAL INFORMATION

15. SERVICE CLASSIFICATION NO.8 AGENCY AGREEMENT FOR UPSTREAM CAPACITY ASSIGNMENT: (CONT'D)

WHEREAS, Assignor has entered into an agreement with First Assignee, which First Assignee warrants has been executed and is and will remain in place at all times that this agreement shall be in effect, and the parties agree as follows:

- A. First Assignee must provide Assignor notice of whom its Agent is for these purposes at least three (3) days prior to the date the Agent will assume responsibility for administering First Assignee's assignment of service agreement or earlier if required by the pipeline.
- B. First Assignee agrees that it shall remain the Customer of Record and, accordingly, it shall be billed by Assignor in accordance with applicable law and filed regulations for all monies due for such assignment of services and it hereby agrees that, notwithstanding the existence of this Agency Agreement, it remains responsible to Assignor for all such service and for any and all acts performed by Agent, including any costs, fees, penalties or imbalances incurred for assignment of services on other pipeline systems.
- C. This Agency Agreement may only be cancelled effective on the first day of any given month and only upon ten (10) days' written notice by either First Assignee or Agent, by sending notice thereof to the other party to this agreement at the address listed above and to New York State Electric & Gas Corporation, Gas Transportation and Billing Department, 4500 Vestal Parkway East, P.O. Box 3607, Binghamton, New York 13902-3607. Such notice shall be deemed made upon receipt of any such notice by Assignor. Further, this agreement shall automatically terminate upon termination of First Assignee's agreement for assignment of services from Assignor. First Assignee will be responsible for any and all services contracted for, including any additional costs or expenses, i.e., prices, charges, penalties, fees, billed to Assignor in connection with such services, prior to the ten (10) days' written notice of cancellation.

Issued By: George E. Bonner, Vice President - Gas Operations & Marketing, Binghamton, NY
(Name of Officer, Title, Address)