

..DID: 18859
..TXT: PSC NO: 8 GAS LEAF: 213
COMPANY: NATIONAL FUEL GAS DISTRIBUTION CORPORATION REVISION: 3
INITIAL EFFECTIVE DATE: 05/01/02 SUPERSEDING REVISION: 2
STAMPS: ISSUED IN COMPLIANCE WITH ORDER IN CASE NO. 00-G-1858 DATED 4/18/02.
RECEIVED: 04/22/02 STATUS: Effective EFFECTIVE: 05/01/02
SERVICE CLASSIFICATION No. 13D (Cont*d)

DAILY METERED TRANSPORTATION (DMT) SERVICE - Continued

SPECIAL PROVISIONS:

1. 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 Customer receiving gas transported by the Company may use such gas during the banking/balancing period defined herein, following which the Company shall have the right, but not the obligation, to purchase remaining surplus imbalance of gas from the Customer at a rate equal to the Company's average commodity cost of locally-produced gas during the current month. The banking/balancing period shall be the three billing months after the billing month in which the Company received surplus imbalance in behalf of the Customer.
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% of the amount delivered to the Company. For transportation of gas purchased by the Customer from the Company under Service Classification Nos.: 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 initial term of the Service Agreement for default-rate service hereunder shall be one year, renewable annually for successive one-year terms unless cancelled by default of any terms or conditions hereof, or by the Customer upon 60 days written notice prior to the end of a term, or otherwise by mutual agreement.

Issued by D. F. Smith, President, 10 Lafayette Square, Buffalo NY 14203
(Name of Officer, Title, Address)