..DID: 18844 ..TXT: PSC NO: 8 GAS LEAF: 263 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. 19

SUPPLIER TRANSPORTATION, BALANCING AND AGGREGATION - Continued

Suppliers must be within 2% of the EOM target percentage to satisfy the EOM percentage level requirement. Additionally, the Company will normalize winter EOM inventory percentages to accommodate colder-than-normal (CTN) weather. The following table identifies the incremental flexibility for CTN weather:

<u>Month</u>	Month 15% CTN	Month 20% CTN
November	2.00%	3.00%
December	1.50%	2.00%
January	1.00%	1.50%
February	0.50%	1.00%
March	0.00%	0.00%

The Company will not be obligated to sell gas to Suppliers that fail to meet the EOM inventory requirements or for transportation Customers that switch Marketers. Instead, the following provisions will apply:

When Suppliers enroll Customers after the capacity allocation effective April 1, they will be allocated incremental storage capacity. If the quantity of incremental capacity does not increase a Supplier's total capacity allocation by at least 2%, then the capacity allocation will be unchanged. The incremental capacity is assigned at the SOM during which the Supplier will begin to serve the Customer. For Company sales Customers enrolled after April 1, Suppliers receive the capacity together with associated storage gas inventory through a mandatory transfer and purchase of gas in storage from the Company. When Suppliers enroll existing transportation Customers (i.e. Customers served by another Supplier), the Suppliers are responsible for "filling" (i.e. injecting) the storage capacity itself but will not have an explicit SOM inventory requirement. Suppliers will not have an option to purchase additional inventory from the Company beyond what is initially transferred to Suppliers from the Company.

When a Supplier fails to meet an EOM percentage level ("target"), the Supplier shall have five (5) days to correct the resulting inventory deficiency. The Company will report a Supplier's initial and final (i.e. five (5) days after the initial deficiency is determined) deficiency to Staff and Supplier. If after five (5) days the Supplier fails to meet the EOM target, Supplier's STBA Agreement will be in default and the Supplier will be subject to the involuntary discontinuance of service procedures under the UBPs. In addition, the Company shall have the right to terminate service to any Supplier that fails to meet its EOM target more than twice during the previous 12-month period. Upon termination, the Supplier shall be prohibited from receiving service under STBA Service for a period of three (3) months.

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