

PSC NO: 9 GAS
NATIONAL FUEL GAS DISTRIBUTION CORPORATION
INITIAL EFFECTIVE DATE: 05/31/2016

SECTION: 19 LEAF: 15
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION No. 19 (Cont'd)

SUPPLIER TRANSPORTATION, BALANCING AND AGGREGATION - Cont'd

following 12 months prior notice to participating Suppliers, the Company will purchase CBS accounts receivable as described herein and further detailed in the CBS Agreement.

- b. Accounts receivable shall be purchased at a discount. The discount rate for CBS bills issued will be 3.31% for residential Customers and 0.57% for commercial and industrial Customers. For STBA Customers with good payment history that enrolled in a Restricted STBA Group existing as of April 15, 2005, the discount shall be zero.
- c. In order to qualify for CBS service, the Supplier's shall also agree to grant any and all authority to the Company necessary to enable the Company to manage CBS billing, payment and remittance processing, customer care including termination procedures according to the provisions of the Home Energy Fair Practices Act ("HEFPA"), HEFPA regulations and regulations governing the provision of service to nonresidential customers, as applicable.
- d. A CBS Agreement will set forth additional terms and conditions of service consistent with applicable provisions.

K. STBA SERVICE AGREEMENT

The initial term of the STBA Service Agreement shall be one year, renewable annually for successive one-year terms unless canceled by default of any terms or conditions hereof, or by Supplier on sixty (60) days written notice prior to the end of the term, or otherwise by mutual agreement.

L. SPECIAL PROVISIONS:

(1) Force Majeure

Supplier will be excused from delivering the required daily quantity of supply on any given day for Force Majeure events which directly and substantially affect a Supplier's natural gas deliveries to the Company and for which alternate supply arrangements cannot be obtained by Supplier or, if the Supplier is unsuccessful in obtaining alternate supplies, for which the Company cannot obtain supplies on behalf of the Supplier. For supplies provided by the Company, the Supplier shall be charged the higher of the rate for deficiency imbalance sales service under SC 11 or the highest Daily Index price as set forth in General Information Section 29 for each day such alternate supplies are delivered on behalf of Supplier. For purposes of this Service Classification, a Force Majeure event will be any failure of the final pipeline delivering gas to the Company or an upstream pipeline feeding such pipeline, with such failure having been classified as a Force Majeure event pursuant to the terms of that pipeline's Federal Energy Regulatory Commission-approved tariff. A Force Majeure event that curtails the Supplier's firm transportation service on an upstream pipeline that ultimately feeds a downstream pipeline, which directly and substantially affects a Supplier's natural gas deliveries to the Company, and for which no alternative supplies are available from the Company or other sources will excuse a Supplier from performing pursuant to this Service Classification to the extent of such curtailment. If at such time the Supplier is

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(Name of Officer, Title, Address)