

STATE OF NEW YORK  
PUBLIC SERVICE COMMISSION

At a session of the Public Service  
Commission held in the City of  
Albany on August 14, 2025

COMMISSIONERS PRESENT:

Rory M. Christian, Chair  
James S. Alesi  
David J. Valesky  
John B. Maggiore  
Uchenna S. Bright  
Denise M. Sheehan  
Radina R. Valova

CASE 25-G-0202 - Proceeding on Motion of the Commission  
Regarding an Investigation of a Natural Gas  
Explosion at 820 20th Street, Niagara Falls,  
New York.

ORDER INSTITUTING PROCEEDING AND ADOPTING TERMS OF SETTLEMENT

(Issued and Effective August 14, 2025)

BY THE COMMISSION:

This Order adopts the terms and conditions of a Settlement Agreement that resolves alleged violations committed by the National Fuel Gas Distribution Corporation (NFG) arising out of a natural gas explosion at 820 20th Street, Niagara Falls, New York on May 1, 2024. The Settlement Agreement, attached to this Order as Appendix A, has been submitted for our review and approval by the Office of Investigations and Enforcement (OIE) and NFG. The facts as alleged by Department of Public Service staff are detailed below.

FACTUAL BACKGROUND

On May 1, 2024, at approximately 2:11 p.m., an NFG Serviceperson responded to 820 20th Street, Niagara Falls, New York to unlock an outside natural gas meter and to turn service "on" for a new resident. The residential building at 820 20th Street was a multi-family rental property. The new resident occupied a rental unit on the second floor of the building at the time of the incident.

The NFG Serviceperson briefly spoke to the new resident before entering the residence to inspect the furnace/boiler and hot water systems. However, the NFG Serviceperson encountered sewage at the foot of the basement stairs. From this vantage point, the NFG Serviceperson apparently could not observe the condition of the natural gas valves (e.g., whether they were placed in an "on" or "off" position) leading to the residence's furnace/boiler or hot water heater. The NFG Serviceperson did not enter the basement area to check the condition of the furnace and hot water heater. A private plumber was subsequently contacted by the landlord to evaluate the sewage issue.

The NFG Serviceperson then exited the residence and returned to the outside gas meter. The NFG Serviceperson claims to have performed a test for an underground natural gas leak near the meter, in which he reported negative results. The NFG Serviceperson then unlocked the gas meter and turned the service valve to the "on" position. A ten-minute houseline pressure test was apparently conducted, which purportedly yielded negative results for gas leaks.

The NFG Serviceperson subsequently created and issued a document to the homeowner called a "Receipt of Advice" (ROA), indicating that the furnace/boiler and hot water heater had "defective controls" and further indicating that both appliances were "off at the valves." The NFG Serviceperson left the gas meter

unlocked and the gas meter's service valve in the "on" position and then departed the residence to go to another work site. A private plumber was briefly at the residence but performed no labor.

Approximately two hours after the NFG Serviceperson's departure and at approximately 5:00 p.m., the residence at 820 20th Street exploded and a natural gas related fire erupted inside the building. The first-floor resident was inside the building at the time of the explosion.<sup>1</sup> The resident was able to escape the structure and apparently experienced physical injuries due to the blast. The building was completely destroyed from the blaze triggered by the explosion. Video and photographs from local media sources depict the fire engulfing the residential structure.<sup>2</sup>

#### DEPARTMENT INVESTIGATION

The Department's OIE and Office of Energy System Planning and Performance (ESPP) obtained multiple document productions from NFG, as well as video surveillance, open-source media information, local Fire Department reports, and police records. Department staff conducted multiple sworn interviews with NFG employees and civilians regarding the incident. Official copies of NFG's relevant policies, procedures, and manuals were also requested and reviewed.

The OIE Investigators, in conjunction with the ESPP Pipeline Safety staff, interviewed the responding NFG Serviceperson regarding his actions on May 1, 2024. He testified that he did not enter the basement area of 820 20th

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<sup>1</sup> The resident on the first floor was a different tenant from the new resident on the second floor.

<sup>2</sup> The OIE Investigators have preserved photographs and video obtained from local media and civilian drone footage, depicting the fire at the residence. Available at WKBW TV, [https://www.youtube.com/watch?v=J4a7ilrg\\_\\_M](https://www.youtube.com/watch?v=J4a7ilrg__M).

Street, and did not inspect the basement appliances due to the presence of sewage in the basement. He additionally stated that he issued an ROA for "defective controls" because he "was not thinking straight" due to a recent illness of a family member. The NFG Serviceperson opined that this ROA was a "mistake," and that "complacency" was to blame for his erroneous "defective controls" ROA designation.

The NFG Serviceperson testified that he should have turned the gas off "because there was sewage in the basement and [he] couldn't go down and investigate the equipment." He indeed acknowledged that the basement appliances could potentially leak at the appliances' pilots/valves if the gas service remained "on" without expert evaluation. He explained that "if [he] was thinking properly, [he] would have just went back out and locked the meter back up."

The OIE Investigators located and interviewed the service plumber who responded to 820 20th Street on May 1, 2024. He testified that he arrived at the residence at approximately 3:00 p.m., to inspect the basement sewage issue. The plumber stated that as he was arriving in his service truck, he observed the NFG service vehicle departing the site. He further testified that he entered the home and went down to the basement steps area for "twenty to thirty seconds," realizing that the basement was inaccessible due to sewage.

The service plumber testified that he did not bring or use any tools inside the residence, nor did he touch any pipes or appliances. He had a brief conversation with an older female resident on the first floor and departed from the area in his service truck. No billable labor was performed, and the service plumber's account of his activity at the residence substantially corresponds with OIE's review of available video surveillance.

The first-floor resident was interviewed by Department staff regarding the circumstances of the May 1, 2024 incident.

She stated that she was home on the day in question and observed an NFG truck outside her residence, but did not interact with any NFG employees that day. She also testified that a male plumber briefly appeared in her residence. She further explained that while she was preparing her dinner in a microwave, a large explosion occurred inside her residence. Her apartment experienced severe physical damage, and she ran outside to escape the fire. Once on the street, she heard additional explosions inside the house, one of which "took the entire roof off." She has alleged multiple physical injuries resulting from the explosion.<sup>3</sup>

The OIE Investigators also interviewed an NFG Assistant Superintendent regarding the NFG Serviceperson's conduct on May 1, 2024. The NFG Assistant Superintendent is responsible for overseeing gas operations in the Niagara Falls area. After the explosion incident, the NFG Assistant Superintendent interviewed the NFG Serviceperson and described him as "mentally fried" and "all over the place" when trying to recall the incident. The NFG Assistant Superintendent opined that the responding NFG Serviceperson was not being truthful during his initial interview with NFG management.

The NFG Assistant Superintendent testified to the OIE Investigators that the NFG Serviceperson "lied" on the ROA stating "defective controls" and further inappropriately left the residence's meter "ON" because safety checks of appliances/valves were not completed. The NFG Assistant Superintendent ultimately determined that the NFG Serviceperson did not follow NFG policy and procedures on multiple occasions, including not visually inspecting appliance equipment, failing to trace the gas pipeline in the house, failing to check the valves/flues,

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<sup>3</sup> The first-floor resident has filed a personal injury action against NFG and other defendants in Niagara County Supreme Court.

and failing to verify electric/water functions. The NFG Serviceperson was terminated from NFG due to this incident.

An NFG Supervisor was also interviewed as part of this investigation. The NFG Supervisor stated that the NFG Serviceperson's conduct on May 1, 2024, was inappropriate according to NFG policy and procedure. Pursuant to Chapter 25 of NFG's Operating Manual, if it was determined that the residence had "defective controls" in its appliances, NFG policy is to "shut off the gas" in response to this "immediate hazard." The responding NFG Serviceperson erroneously left the gas meter supply "ON" after issuing the ROA for "defective controls" in this instance.

The Department's Gas Safety staff has examined NFG Distribution Operations and Maintenance Procedures, Chapter 25: Customer Services, Section 6.39. The policy manual states: "Before gas is introduced into an existing houseline, determine there are no open ends. Cap or plug portions of houseline(s) not serving appliances." The NFG Serviceperson apparently failed to determine that there were no open ends and did not cap or plug portions of the houseline(s) not serving appliances before gas was introduced into the existing houseline, per NFG procedure.

Furthermore, the NFG procedure states that an NFG employee must "[s]hut off the appliance control valve at each appliance, not the appliance valve ahead of the appliance ... if the appliance has standing pilots they shall be shut off by closing the pilot valve or the appliance valve." The responding NFG employee apparently failed to shut off the appliance control valve at each appliance, per NFG procedure.

Department staff has identified five apparent violations of the Public Service Law and New York Codes, Rules, and Regulations, Title 16, Section 255 regarding the incident at 820 20<sup>th</sup> Street. These apparent violations and their factual

predicates are detailed in the proposed Settlement Agreement, attached to this Order as Appendix A.

LEGAL AUTHORITY

Public Service Law §65(1) requires that utilities provide "service, as shall be safe and adequate and in all respects just and reasonable." Public Service Law §66(2) empowers the Commission to hold utilities to this obligation, by vesting the Commission with the authority to investigate utilities and their performance, as well as to order utilities to make reasonable improvements that are in the public interest.

The Commission has significant regulatory authority to ensure that utilities meet their obligations to provide safe, adequate, and reliable service. The Public Service Law directs "[e]very public utility company ... shall obey and comply with every provision of this chapter and every order or regulation adopted under authority of this chapter[.]" PSL §25(1).

Public Service Law §24 authorizes the Commission to commence a penalty action against a gas company for alleged violations of the Public Service Law and/or promulgated regulations. Under PSL §25(3)(a), a utility shall forfeit to the People of the State of New York for a civil penalty of up to \$250,000 for each alleged violation, if the Order, statute, or regulatory provision was "specifically for the protection of human safety, including but not limited to the commission's code of gas safety regulations" if such safety violation caused or constituted a contributing factor in bringing about a death or personal injury. Any such penalties are not recoverable from ratepayers and must be borne by the entity's shareholders. PSL

§25(6).<sup>4</sup> Pursuant to PSL §24, a penalty proceeding may be discontinued through a compromise or settlement.

#### SUMMARY OF THE SETTLEMENT AGREEMENT

Under the terms of the Settlement Agreement, NFG and OIE staff have agreed to resolve all alleged regulatory violations arising out of a natural gas explosion at 820 20th Street, Niagara Falls, New York that occurred on May 1, 2024. As part of the settlement, NFG shareholders have agreed to pay seven hundred thousand dollars (\$700,000.00). The settlement funds will be paid by NFG shareholders, not NFG ratepayers or customers.

The settlement funds shall be used for enhancing NFG employee training involving natural gas "turn-on" procedures, with a focus on public safety. The funds will also be used for the procurement and distribution of methane detection equipment for first responders, as well as residential methane detectors to further enhance public safety and natural gas leak detection.

#### DISCUSSION AND CONCLUSION

In reviewing proposed Settlement Agreements, the Commission looks to ensure that the agreement's terms are in the public interest. A compromise should be consistent with the environmental, social, safety, consumer, economic, and legal policies of the Commission and the State. Also, such a compromise should produce results that are within the range of reasonable results that would have likely arisen from a judicial or Commission decision in a litigated proceeding. A settlement agreement likewise should endeavor to balance interests of ratepayers, shareholders, and public safety consistent with the

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<sup>4</sup> NFG does not fall within the scope of PSL §25-a(1)-(10) enacted in 2013.



applicable legal framework.<sup>5</sup>

Here, the Commission finds that the Settlement Agreement's terms are in the public interest. The Commission holds that the proposal provides NFG ratepayers with a substantial financial and safety benefit in connection with the resolution of the alleged violations referenced above. Gas distribution utilities have a responsibility to provide safe and adequate service to their customers. The Commission understands that the terms of the Settlement Agreement will improve and strengthen the utility's response to gas system emergencies. The Settlement Agreement also represents an equitable and fair compromise between the parties and is consistent with the environmental, social, and economic policies of the Commission.

The Commission finds that the Settlement Agreement's terms and conditions are within the range of reasonable outcomes that could be expected after a fully litigated civil action in a State Supreme Court proceeding, and provides a benefit to ratepayers consistent with applicable provisions of PSL §§24, 25, and 26. For the reasons discussed in this Order, the Commission approves and adopts the terms of the proposed Settlement Agreement.

The Commission orders:

1. A proceeding is instituted and the terms of the Settlement Agreement, which is attached to this Order as Appendix A, are adopted.

2. By August 28, 2025, National Fuel Gas Distribution Corporation shall file with the Secretary to the

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<sup>5</sup> These public interest inquiries are consistent with the considerations noted in, for example, Cases 90-M-0255 et al., Procedures for Settlements and Stipulation Agreements, Opinion 92-2 (issued March 24, 1992).

Commission written confirmation, signed by a chief corporate officer and a New York licensed attorney, that the Company has created and funded an account in the amount of \$700,000.00 consistent with the terms of the Settlement Agreement and this Order.

3. By August 13, 2026, National Fuel Gas Distribution Corporation shall file with the Secretary to the Commission, a written report, signed by a chief corporate officer and a New York licensed attorney, describing and confirming the delivery of benefits to ratepayers consistent with the terms of this Order and the Settlement Agreement. The Company shall submit such report once every 12 months until the Settlement Funds have been exhausted.

4. In the Secretary's sole discretion, the deadlines set forth in this Order may be extended. Any request for an extension must be in writing, must include a justification for the extension, and must be filed at least three days prior to the affected deadline.

5. This proceeding is continued.

By the Commission,

(SIGNED)

MICHELLE L. PHILLIPS  
Secretary

## **APPENDIX A**

Settlement Agreement

**STATE OF NEW YORK  
PUBLIC SERVICE COMMISSION**

**25-G-0202:** Proceeding on Motion of the Commission Regarding a Staff Investigation of a Natural Gas Explosion at 820 20th Street, Niagara Falls, New York, in the National Fuel Gas Company Service Territory.

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is by and between the New York State Department of Public Service (“DPS” or “DPS Staff”) and the National Fuel Gas Distribution Corporation (“NFG” or “the Company”) (each individually a “Signatory Party” and collectively, the “Signatory Parties”). This Agreement resolves pending alleged violations identified in a DPS notice and related to a natural gas incident at 820 20th Street, Niagara Falls, New York that occurred on May 1, 2024.

**RECITALS**

**WHEREAS**, DPS Staff and DPS Office of Investigations and Enforcement have conducted an investigation into a natural gas incident that occurred at 820 20th Street, Niagara Falls, New York on May 1, 2024 in the NFG service territory;

**WHEREAS**, DPS Staff and DPS Office of Investigations and Enforcement have alleged that NFG committed five (5) violations of the Public Service Law and/or New York Codes, Rules, and Regulations (NYCRR), Title 16, Section 255, which are identified below:

**1. PSL § 65(1): Safe and Adequate Service:**

- a. “(1) Every gas corporation, every electric corporation and every municipality **shall furnish and provide such service, instrumentalities and facilities as shall be safe and adequate** and in all respects just and reasonable. All charges made or demanded by any such gas corporation, electric corporation or municipality for gas, electricity or any service rendered or to be rendered, shall be just and reasonable and not more than allowed by law or by order of the commission. Every unjust or unreasonable charge made or demanded for gas, electricity or any such service, or in connection therewith, or in excess of that allowed by law or by the order of the commission is prohibited.”
- b. **Alleged Violation:** On May 1, 2024, NFG, a gas corporation, failed to provide safe and adequate service to customers residing at **820 20th Street, Niagara Falls, New York** when an NFG employee turned on a gas meter without inspecting indoor appliances and valves, thereby causing an explosion that

released a substantial energy force throughout the structure, which destroyed the structure and caused the customers and residents to flee the structure.

**2. 16 NYCRR 261.59 (a): Warning Tag: Class B condition**

- a. “(a) A Class B condition presents an immediate hazard requiring the operator to **shut off the gas** but not to lock the meter.”
- b. **Alleged Violation:** On May 1, 2024, an NFG employee issued a Class B warning tag, but then failed to “shut off the gas,” leaving the gas meter on at 820 20<sup>th</sup> Street, Niagara Falls, New York.

**3. 16 NYCRR 261.63 (b): Warning Tag: action and follow up**

- a. “(b) When a Class B condition is discovered, the operator shall, unless an extreme hardship would result, shut off the gas supply at the appliance and issue a warning tag.”
- b. **Alleged Violation:** On May 1, 2024, an NFG employee issued a Class B warning tag, but then failed to “shut off the gas supply,” leaving the gas meter on at 820 20<sup>th</sup> Street, Niagara Falls, New York.

**4. 16 NYCRR 261.65(a): Warning tag records**

- a. “(a) The operator shall maintain warning tag records which, as a minimum, shall indicate that the operator issued a warning tag, whether or not a signature was obtained, and the actions taken regarding the supply of gas to the faulty appliance or piping. The records shall also include the date of issuance, the nature of the hazardous condition, the signature and/or name of the person notified.”
- b. **Alleged Violation:** On May 1, 2024, an NFG employee issued a Class B warning tag for “defective controls” for a furnace and hot water heater, without actually inspecting any of the appliances. Therefore, the issued Class B warning tag **did not accurately state “the nature of the hazardous condition”** because it contained false information.

**5. 16 NYCRR 261.55(b): Warning tag inspection**

- a. “(b) The warning tag shall state the class of the hazardous condition, the actions to be taken by the customer and shall recommend that the customer contact the company for a reinspection.”
- b. **Alleged Violation:** On May 1, 2024, an NFG employee issued a Class B warning tag for “defective controls” for a furnace and hot water heater, without actually inspecting any of the appliances. Therefore, the issued Class B warning tag **did not accurately “state the class of the hazardous condition”** because it contained false information.

**WHEREAS**, DPS Office of Investigations and Enforcement contends that it has reasonable cause and a factual basis to bring an enforcement proceeding, under the New York State Public Service Law and associated regulations, regarding the above alleged violations;

**WHEREAS**, NFG has denied liability in response to these allegations, and among other things, it contends that it acted reasonably to ensure safe and reliable service;

**WHEREAS**, the Signatory Parties have been engaged in settlement discussions;

**WHEREAS**, the Signatory Parties agree that NFG will pay a settlement amount of Seven Hundred Thousand (\$700,000.00) (also referred to as the “Settlement Funds”), subject to the enumerated terms and conditions of this Agreement;

**WHEREAS**, the Signatory Parties agree that this Agreement resolves any and all alleged regulatory violations arising out of, or in relation to, a natural gas incident taking place at 820 20th Street, Niagara Falls, New York on May 1, 2024;

**WHEREAS**, the Signatory Parties recognize that this Agreement is subject to approval by the New York State Public Service Commission (“Commission”);

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, agreements, and representations set forth herein, the receipt and sufficiency of which are hereby agreed to and acknowledged, the Signatory Parties, intending to be bound, agree as follows:

**1. Settlement Consideration**

a. Settlement Funds:

- i. NFG will credit gas customers \$700,000.00 in a separate, auditable, interest-bearing regulatory deferred liability account funded exclusively at NFG shareholder expense, with interest to be applied at the customer deposit rate.
- ii. NFG shall not assess the aforementioned Settlement Funds on NFG’s ratepayers.
- iii. The Settlement Funds shall be used to:
  - 1) Enhance NFG employee training for natural gas “turn-on” procedures, with a focus on public safety. Such training will be conducted and confirmed by an external third-party;
  - 2) fund the procurement and distribution of residential methane detectors (RMDs) to enhance public safety and natural gas leak detection. Such funding shall be separate and apart from, and in

addition to, any RMD installations provided for in Case 23-G-0627;  
and

- 3) fund the procurement and distribution of methane detection and related safety equipment for first responders to enhance public safety and natural gas leak detection.

## **2. Release From Actions**

a. Resolution of Settled Matters: This Agreement fully and finally resolves all regulatory issues, concerns, claims, and actions raised and/or asserted, or that could properly have been raised and/or asserted, in connection with the facts and allegations at issue in Case 25-G-0202 and arising out of the natural gas incident taking place at 820 20th Street, Niagara Falls, New York on May 1, 2024 (“Settled Matters”). Further, upon Commission approval as described in Paragraph 6 herein, the investigative examinations initiated by the Department regarding the May 1, 2024 incident shall be deemed complete and resolved.

b. Non-Settled Matters: This Agreement does not resolve or address any issues, concerns, claims, or actions outside the scope of the natural gas incident that occurred at 820 20th Street, Niagara Falls, New York on May 1, 2024.

c. Waiver: Subject to Commission approval of this Agreement, DPS and the Commission fully and finally waive and relinquish any right to seek penalties or any other remedy at law or equity from NFG, its directors, officers, employees, agents, shareholders, or affiliates arising out of, or related to, the Settled Matters.

d. Prohibition on Actions: Subject to Commission approval of this Agreement, neither DPS nor the Commission will institute or cause to be instituted against NFG, its directors, officers, employees, agents, shareholders, or affiliates any action under the Public Service Law, or under any other statute, regulation, or Commission order, directly or indirectly related to the Settled Matters.

e. No Third-Party Actions: Subject to Commission approval of this Agreement, the Commission will not entertain a request by another person or entity seeking penalties or other administrative enforcement remedies against NFG that are directly or indirectly related to the Settled Matters.

f. Voluntary Settlement: This Agreement has been entered into voluntarily by the Parties. The Parties have determined the Agreement constitutes a fair and reasonable resolution of all outstanding issues relating to Case 25-G-0202 and avoids litigation. This Agreement is not and should not be construed as a Commission finding or an admission of a violation of any law or regulation or order by the Company, its directors, officer, employees, agents, shareholders, and parent or affiliate companies,

or a Commission finding or an admission by the Company that the Company's response to the May 1, 2024 events occurring at 820 20th Street, Niagara Falls, New York are amenable to suit or a penalty action under Sections 24 and 25 of the Public Service Law, or a penalty action under Section 25-a of the Public Service Law, or pursuant to the Commission's prudence disallowance authority. In addition, this Agreement should not be construed as an assessment of a fine or penalty. The Settlement Funds are costs of remediation and are not a reimbursement to DPS for the costs of any investigation or litigation related to the Agreement.

#### **4. Governing Law**

This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws thereof.

#### **5. Authorization**

The execution, delivery and performance of this Agreement by each Signatory Party hereto is within its corporate or statutory powers, as appropriate, has been duly authorized by all necessary corporate or statutory action, and does not and will not: (i) require any governing or governmental consent or approval except as required in Paragraph six below, (ii) contravene its organizational documents or enabling legislation, or (iii) violate applicable law.

#### **6. Effectiveness of the Agreement**

a. Commission Review and Approval. This Settlement is subject to ratification or approval by the Commission and will have no effect in the absence thereof. If the Commission does not approve this Agreement in its entirety, without modification, NFG may withdraw its acceptance of this Agreement by serving written notice on the Commission and shall be free to pursue its position without prejudice; to be effective, such notice must be filed within 7 days after issuance of such Commission action. If the Commission approves this Agreement or modifies it in a manner acceptable to NFG, the parties intend that this Agreement thereafter be implemented in accordance with its terms. The Commission order approving this Settlement is enforceable under the Public Service Law to ensure NFG complies with its agreements herein.

b. Resolution of Interpretation. In the event of any disagreement over the interpretation of this Agreement or implementation of any of the provisions of this Agreement, which cannot be resolved informally among the Parties, such disagreement shall be resolved in the following manner: (i) the Parties shall promptly convene a conference and in good faith attempt to resolve any such disagreement and/or request the assistance of the Commission's Office of Alternative Dispute Resolution for mediation or other appropriate process; and (ii) if any such disagreement cannot be resolved by the Parties or alternative process, any Party may petition the Commission for resolution of the disputed matter.



c. Scheduling. Further, the Parties recommend that the Commission authorize the Commission Secretary, in the Secretary's sole discretion, to extend any deadlines set forth in this Agreement.

## **7. Confirmation of Compliance**

NFG shall make a written submission in the docket of this case affirmatively representing and confirming that it has established and funded an account (described in paragraph 1 above) within 14 days of a Commission order (described in paragraph 6 above). Such submission shall be verified by an attorney licensed to practice in New York or a financial executive officer. Thereafter, NFG shall make a written submission describing, with specificity, the use of the funds consistent with purposes and objectives as identified in paragraph 1 above. NFG shall submit such report (verified by an attorney and responsible financial executive officer) once every 12 months following the issuance of a Commission order up and until the Settlement Funds have been exhausted.

## **8. Counterparts**

This Settlement is being executed in counterpart originals and will be binding on each Signatory Party when the counterparts have been executed.

*[Remainder of page left blank for signatures]*

IN WITNESS WHEREOF, each of the Signatory Parties hereto has executed this Agreement as of the day and year written below.

**STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE**

By:  Date: 06/20/2025

Name: Dennis F. DiBari, Esq.

Title: Managing Attorney  
Office of Investigations and Enforcement

**NATIONAL FUEL GAS DISTRIBUTION CORPORATION**

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By:  Date: 6.20.25

Name: Donna L. DeCarolis

Title: President