



GAS TRANSPORTATION OPERATING PROCEDURES MANUAL

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1. Introduction

a. *Brief Description of Manual Contents*

Since June 1996, all National Grid gas customers have had the option to purchase their natural gas supplies from someone other than National Grid.

Through the **SupplierSelect** Program, customers may purchase natural gas from Marketers who are on "National Grid's Approved Energy Supplier List." Marketers and Direct Customers are responsible for arranging pipeline deliveries of gas into National Grid's distribution system. Once the gas reaches National Grid's system, National Grid transports it on a firm or interruptible basis (in accordance with the terms of the customer's service classification) to the customer's facility or home.

This Manual contains the procedures to be used by Marketers and Direct Customers; each Marketer and Direct Customer should review the applicable terms, agreements, and services offered. This Manual should be used in conjunction with the terms and conditions for the Program set forth in Service Classification No. 11 of National Grid's Gas Tariff, PSC No. 219.

If a conflict arises between the contents of this Manual and the Tariff, the Tariff shall govern.

National Grid reserves the right to modify these procedures as may be necessary, consistent with requirements of the NY Public Service Commission.

Questions about the content of this Manual should be directed to National Grid's Transportation Services Department located at 175 E. Old Country Rd. East Bldg., (Ground Floor) Hicksville, NY 11801 or by calling (516) 545-2599, 5609, or 6120.. Current information of interest to Marketers and Direct Customers may also be obtained from the National Grid Energy Market Center located at: <http://www.nationalgridus.com>

2. Overview of National Grid

a. Corporate Structure

National Grid

National Grid is an international electricity and gas company and one of the largest investor-owned utilities in the world.

National Grid is the largest utility in the United Kingdom and the second largest utility in the United States, focused on delivering energy safely, reliably and efficiently. National Grid owns the high-voltage electricity system in England and Wales and operates the system across Great Britain. National Grid also owns and operates the high pressure gas transmission system in Britain, and our distribution networks deliver gas to 11 million homes and businesses in Britain.

In the north-eastern United States, National Grid has electricity transmission systems and distribution networks that deliver electricity to 3.3 million customers. In addition, National Grid owns and operates generation stations with a total capacity of 4,100MW and provides services to the 1.1 million electricity customers of the Long Island Power Authority. National Grid owns gas storage facilities and provides natural gas to approximately 3.4 million customers.

National Grid also has a number of businesses operating in related areas such as LNG importation, land remediation, metering and interconnectors.

All our networks are highly complex – requiring a unique mixture of skills, experience and planned investment.

Further detailed information on National Grid's business can be found on the National Grid web site: <http://www.nationalgrid.com>

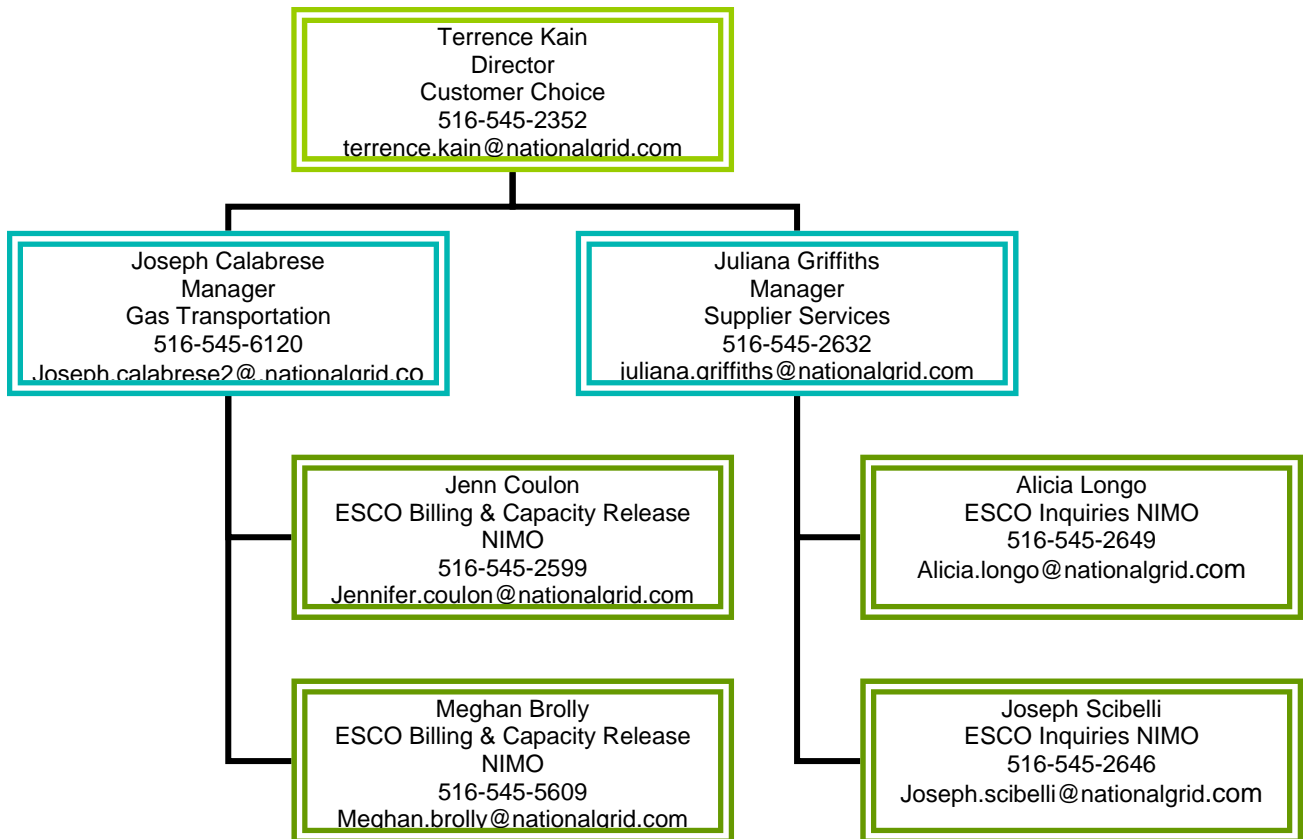
Customer Choice Department

National Grid customers have the option to purchase their gas and electric commodity from eligible entities other than National Grid. These entities are called Energy Service Companies or ESCOs. The Customer Choice Department manages all aspects of the relationship between National Grid and the ESCOs under the guidelines of state regulatory agencies. Customer Choice handles the ESCO relationships within the respective Gas and Electric businesses in the Downstate NY, Upstate NY, Long Island, MA, NH and RI territories. The Customer Choice Department is comprised of the following sections.

Customer Choice is responsible for ESCO gas delivery and balancing requirements, ensuring pipeline capacity, as well as all aspects of ESCO billing. Gas Transportation works very closely with Gas Supply, Gas Control and Energy Trading areas.

The Customer Choice Department also documents all processes for each region with the objective of streamlining and improving operations and adding automated systems to enable one process, one way wherever feasible. Compliance with Sarbanes Oxley and the development of projects pursuant to regulatory orders, inclusion and advocacy of projects in the US Investment Plan and EDI processes with associated standards is also a key function of the department.

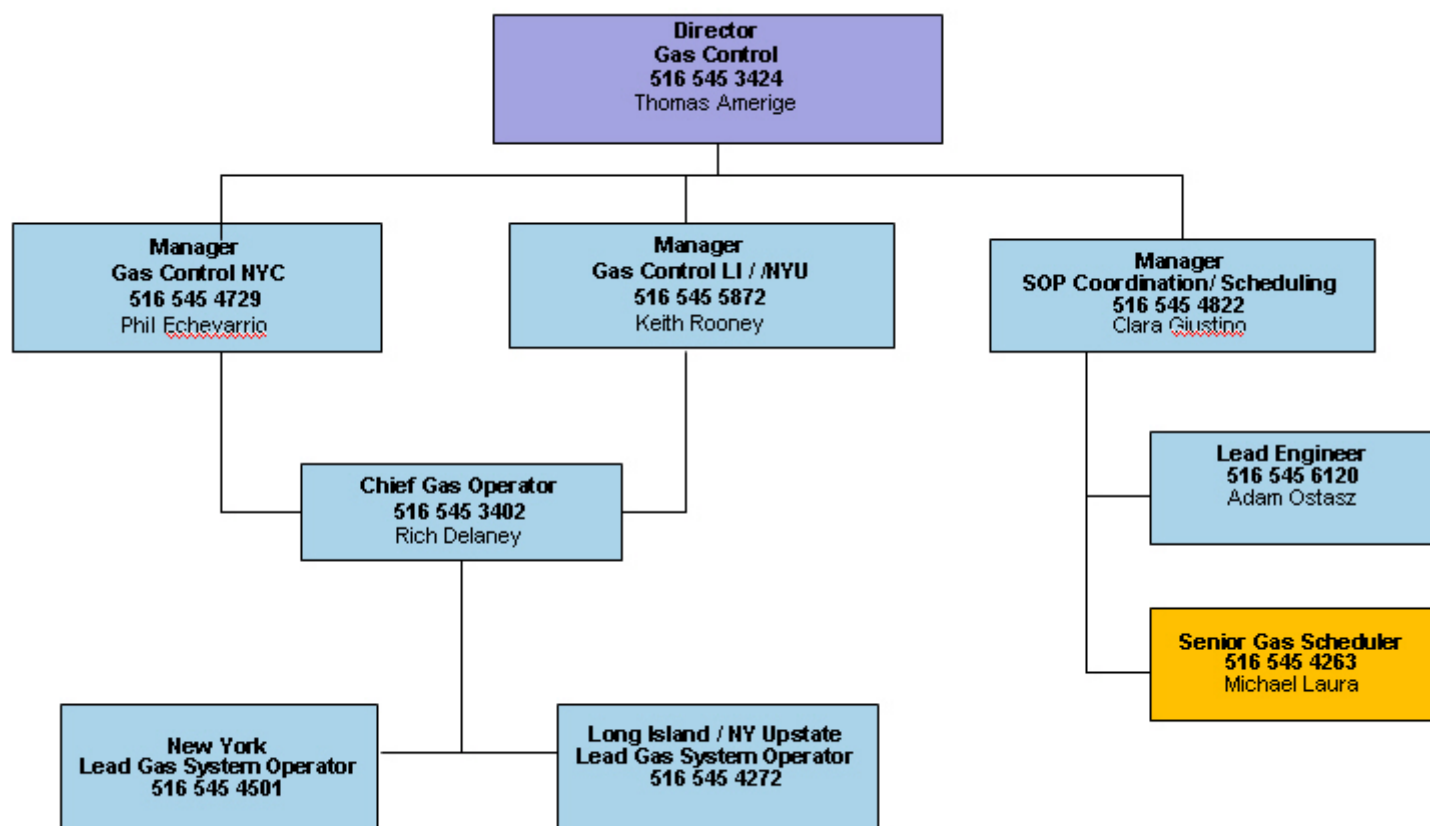
Customer Choice is committed to ensuring timely enrollment of ESCOs into National Grid's programs, and is the first point of contact for the ESCOs, across all the regions, for customer enrollments, drops, usage history, switches and billing concerns. Customer Choice works with the ESCOs to support the marketing standards required by the regulatory agencies. Regulatory complaints and slamming issues are followed within this area until a resolution is reached. Customer Choice provides load capacity, migration reports and ESCO related statistics. ESCOs are provided a premier service for all inquiries through our website at www.nationalgridus.com. Individual customers should contact the Customer Assistance Center at 1-800-642-4272.



Gas Control

Gas Control is responsible for the day-to-day operations of the National Grid gas transportation and distribution system. Gas Control handles all work impacting the movement of gas throughout the system and coordinates all construction and maintenance work which may impact gas delivery. Gas control also provides city gate allocations and the availability of capacity at National Grid's city gates.

Interfacing with the gas pipelines on deliveries and maintenance work, Gas Control is also responsible for issuing and controlling System Alerts, Operational Flow Orders and Curtailments. Gas Control is the central hub of communication between pipelines and ESCOs and for National Grid's gas transportation and distribution activities. As such, Gas Control verifies daily system requirements and confirms all gas deliveries for the Company and third parties through the Company's Electronic Bulletin Board. The 24/7 phone number for Gas Control is 516-545-4696.



b. *Affiliate Transaction Standards*

National Grid (the “Company”) will refrain from giving any appearance that National Grid speaks or acts on behalf of any Marketer. The Company will not participate in any joint promotion or marketing with any individual Marketer on a discriminatory basis. The Company will not represent to any customer that an advantage may accrue by involving any individual Marketer as a potential alternative supplier.

In the event a situation arises where these standards are not being complied with, please contact National Grid's Ethical Business Conduct Advice Team at (315) 428-6341.

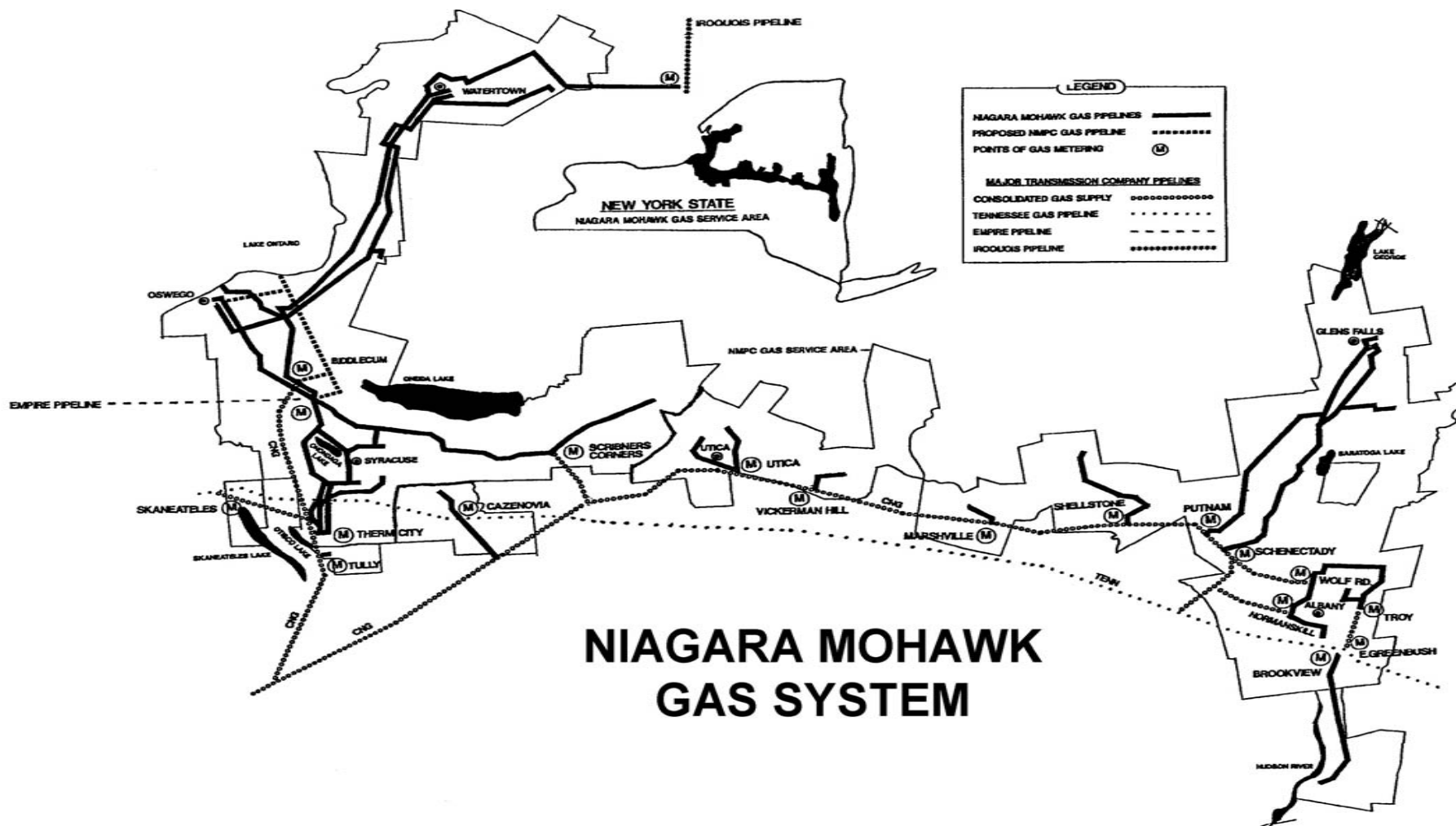
c. *Territory*

Narrative Description

National Grid is a regulated energy delivery company with the largest service territory in New York State. The Company serves more than 1.5 million electricity customers across 24,000 square miles of upstate New York and more than 540,000 natural gas customers over 4,500 square miles of eastern, central, and northern New York.

National Grid strongly endorses retail competition among all energy suppliers. While National Grid will not endorse any specific provider of energy if you do choose another supplier, National Grid will continue to provide safe, reliable energy delivery services and will always respond to energy emergencies, regardless of who provides you with your energy commodity. For more information about choosing your supplier, visit <http://www.nationalgridus.com>.

Pipelines Serving the Franchise Area with Designations of Receipt Points



d. Service Classifications

P.S.C. No. 219 Rates (Now including the former NM Suburban Customers)

Explanation of Service Classifications

May 2010

If you would like more information about a specific Service Classification, please contact the National Grid business office at 300 Erie Boulevard West, Syracuse.

Note: The aforementioned rates are brief excerpts of National Grid filed tariffs in effect as of the time of printing.

Customer Size	Service Class	Customer Type	Dual Fuel Capability Required	Type of Service	Delivery Service Rate	Comments
Ia) Gas Delivery Service and Gas Supply Service						
Or						
Ib) Gas Delivery Service Only						
No Restrictions	SC 1	Residential Service (Ia or Ib)	No	Firm	First 3 Th. or less ...\$17.85 Income Eligible Basic Service Credit* ... \$7.50 Next 47 Th., \$/Th. ... 0.41890 Over 50 Th., \$/Th. ... 0.06385	Merchant Function Charge and Monthly Cost of Gas apply to customers purchasing their gas supply from National Grid. Weather Normalization Clause applies to heating customers.
No Restrictions	SC 2	Small General Service (Ia or Ib)	No	Firm	First 3 Th. or less ... \$23.65 Next 277 Th., \$/Th. ... 0.31452 Next 4,720 Th., \$/Th. ... 0.18296 Over 5,000 Th., \$Th. ... 0.05865	Merchant Function Charge and Monthly Cost of Gas apply to customers purchasing their gas supply from National Grid. Weather Normalization Clause applies to heating customers.
No Restrictions	SC 3	Large General Service (Ia only)	No	Firm	First 5,000 Th. or less ... \$782.76 Over 5,000 Th., \$/Th ... 0.10571	Monthly Cost of Gas applies; Ratchet - 1/3 of the highest 30 day usage during previous Jan. - March. Weather Normalization Clause applies to heating customers.
II Sales Service - Interruptible						
> = 2,500,000 Th./Yr.	SC 4	Large volume interruptible sales	Yes	Interruptible sales	Contract Facilities Charge \$896.43; commodity charge is set monthly based on oil price.	Service closed to new customers after June 1, 1996.
III Transportation and Special Services						
Capable of consuming 250,000 Th. up to 1,000,000 Th. annually	SC 5 Firm	Transportation Service	Only for human-needs customers in order to be eligible for daily balancing	Firm transportation	First 100 Th. or less ... \$465.92 Over 100 Th., \$/Th. ... \$0.06286	Weather Normalization Clause applies to heating customers. Customers eligible for daily or monthly balancing.

*Customers may be eligible for an Income-Eligible Basic Service Credit of \$7.50 who have been approved for a federal Home Energy Assistance (HEAP) Grant

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P.S.C. No. 219 Rates (Con't) - (Now including the former NM Suburban Customers)

Customer Size	Service Class	Customer Type	Dual Fuel Capability Required	Type of Service	Delivery Service Rate	Comments
III Transportation and Special Services (continued)						
Capable of consuming 2,500,000 Th. annually	SC 6 Interruptible	Large volume transportation service	Yes	Interruptible transportation	First 100 Th. or less ... \$580.65 Over 100 Th., \$/Th. : Market price set monthly between minimum price of \$0.010 per Th. and maximum price of the effective firm rate.	
50,000 Th. transported per year	SC 7	Small volume transportation	Only for human-needs customers in order to be eligible for daily balancing	Firm transportation	First 2,100 Th. or less ... \$350.95 Over 2,100 Th., \$/Th ... \$0.12672	Weather Normalization Clause applies to heating customers. Customers eligible for daily or monthly balancing.
Capable of consuming 1,000,000 Th. annually	SC 8	Transportation service	No	Firm transportation	First 100 Th. or less ... \$825.65 Next 99,900 Th., \$/Th. ... \$0.06286 Next 400,000 Th., \$/Th. ... \$0.05917 Over 500,000 Th., \$/Th. ... \$0.05104	
Capable of consuming 1,000,000 Th. annually	SC 8	Standby sales service	No	Firm standby sales service at levels nominated by customer's marketer	Standby demand costs based on nominated levels; standby commodity cost billed to customer's marketer	Daily balancing applies.
Negotiated transportation	SC 9	Transportation service for long-term large volume customers (viable economic alternative to supply)	No	Transportation service with limited interruptibility	Negotiated in each contract	For contracts with an effective date subsequent to June 1, 1996, daily and monthly cashout apply service unless balancing occurs upstream of National Grid.
Terms of Load Aggregation		Aggregation transportation	NA	NA	NA	S.C. 11 defines the terms of Load Aggregation

Note 1: SC Nos. 1, 2, 3, 5 & 7 Gas Heat Customers are subject each October - May to a Weather Normalization Adjustment

Note 2: Merchant Function Charge = SC1, SC2 Ind are subject to a monthly charge which varies by month

Note 3: Delivery Service Adjustment Charge applies to SC Nos. 1, 2, 3, 5, 7, 8, 12 & 13

Note 4: System Benefits Charge - A charge to reflect costs associated with certain mandated public policy programs, such as energy efficiency programs. Programs applies to SC Nos. 1, 2, 3, 5, 7 & 8.

Note 5: Incremental State Assessment Surcharge - A surcharge based on the Temporary State Energy and Utility Service Conservation Assessment effective April 1, 2009 - March 31, 2014 collected by the Company for New York State.

Key to Abbreviations: Th. = Therm; SC = Service Classification; NA = Not Applicable



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P.S.C. No. 219 Rates - SC 12 Non-Residential Distributed Generation Service

P.S.C. No. 219 Rates SC 12 Non-Residential Distributed Generation Service

Explanation of Service Classifications

May 2010

If you would like more information about a specific Service Classification, please contact the National Grid business office at 300 Erie Boulevard West, Syracuse.
Note: The aforementioned rates are brief excerpts of National Grid filed tariffs in effect as of the time of printing.

Customer Size	Service Class	Customer Type	Type of Service	Delivery Service Rate	Comments
Annual consumption less than 250,000 Therms	SC 12	Non-Residential Distributed Generation Service	Firm Delivery and Gas Supply Service or Firm Delivery Service only	First 3 Therms or less...\$147.65 Over 3 Therms (Apr to Oct)...\$.05074 Over 3 Therms (Nov to Mar)...\$.06429	Merchant Function Charge and Monthly Cost of Gas apply to customers purchasing their gas supply from National Grid. WNA and Economic Development Rates are not applicable.
Annual consumption 250,000 Therms to 1,000,000 Therms	SC 12	Non-Residential Distributed Generation Service	Firm Delivery and Gas Supply Service or Firm Delivery Service only	First 3 Therms or less...\$465.92 Over 3 Therms (Apr to Oct)...\$.04522 Over 3 Therms (Nov to Mar)...\$.05728	Merchant Function Charge and Monthly Cost of Gas apply to customers purchasing their gas supply from National Grid. WNA and Economic Development Rates are not applicable.
Annual consumption greater than 1,000,000 Therms, but less than 2,500,000	SC 12	Non-Residential Distributed Generation Service	Firm Delivery and Gas Supply Service or Firm Delivery Service only	First 100 Therms or less...\$1,400.65 Next 499,900 Th. (Apr to Oct)...\$.04216 Next 499,900 Th. (Nov to Mar)...\$.05340 Over 500,000 Th (Apr to Oct)...\$.03615 Over 500,000 Th (Nov to Mar)...\$.04578	Merchant Function Charge and Monthly Cost of Gas apply to customers purchasing their gas supply from National Grid. WNA and Economic Development Rates are not applicable.
Annual consumption greater than 2,500,000 Therms	SC 12	Non-Residential Distributed Generation Service	Firm Delivery and Gas Supply Service or Firm Delivery Service only	First 3 Therms or less ... \$1,400.65 Over 3 Therms (Apr to Oct)... \$.00845 Over 3 Therms (Nov to Mar)... \$.01071 Demand charge Per Th of MPDQ ... \$.86534	Merchant Function Charge and Monthly Cost of Gas apply to customers purchasing their gas supply from National Grid. WNA and Economic Development Rates are not applicable.

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Company forms required to be completed as part of the SC 12 application process. (Refer to Program and Policy Administration Procedure RSG3012)

1. The Sales or Delivery Service Application (Non-Residential)
2. Agreement Application for the Transportation of Customer Owned Gas - Form 'T'
3. Large Commercial/Industrial Gas Transportation and SC 12 Distributed Generation (Non-Residential) New Account Requirements Form

NOTES:

1. SC 12 DG service is firm and applicable to baseload DG applications of less than 50 MW. Service is not available on a peaking basis.
2. DG Customers must demonstrate the ability to operate at a minimum load factor of 50% within the first year of service. Customers failing to maintain the 50% load factor after a period of one year will be removed from the SC 12 rate and placed on a non-DG rate for at least a period of one year.
3. Load Factor is defined as "Annual Usage divided by (Winter MPDQ x 365 Days)". The winter MPDQ will initially be set based on the rated fuel requirements of the installed DG equipment and the customer's electrical requirements. Thereafter, on April 1 of each year, the Winter MPDQ will be reset to the highest daily volume served during the previous winter period November through March.
4. All service rendered under SC 12 must be metered separately from any other gas service provided to the customer's location.
5. The Company reserves the right to reject an application for SC 12 service where, in the sole discretion of the Company, the provision of service would require the purchase of incremental capacity on the transmission systems of its pipeline suppliers. Therefore, all applications for Company-provided commodity service or Monthly Balancing service must have prior written approval from the Director, Gas Supply. (Refer to Program and Policy Administration Procedure RSG3012).
6. RTU's for SC 12 Daily Balanced DG service will be installed at the customer's expense.
7. The DG technology and RTU must be installed and fully operable prior to taking service on SC 12.
8. Incremental State Assessment Surcharge - A surcharge based on the Temporary State Energy and Utility Service Conservation Assessment effective April 1, 2009 - March 31, 2014 collected by the Company for New York State.

Key to Abbreviations: Th. = Therm; SC = Service Classification; NA = Not Applicable



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P.S.C. No. 219 Rates - SC 13 Residential Distributed Generation Service

P.S.C. No. 219 Rates SC 13 Residential Distributed Generation Service

Explanation of Service Classifications

May 2010

If you would like more information about a specific Service Classification, please contact the National Grid business office at 300 Erie Boulevard West, Syracuse.

Note: The aforementioned rates are brief excerpts of National Grid filed tariffs in effect as of the time of printing.

Customer Size	Service Class	Customer Type	Type of Service	Delivery Service Rate	Comments
Monthly consumption	SC 13	Residential Distributed Generation Service	Firm Delivery and Gas Supply Service or Firm Delivery Service only	First 3 Th. or less per month per meter ...\$26.94 Over 3 Thms per therm per meter...\$.03914	Merchant Function Charge and Monthly Cost of Gas apply to customers purchasing their gas supply from National Grid. WNA and Economic Development Rates are not applicable. Customers electing delivery-only service must participate in monthly balancing service under SC 11 and are subject to a stand-by charge by Therm of MPDQ.

Company forms required to be completed as part of the SC 13 application process. (Refer to Program Administration Procedure RSG3014).

1. Application for Gas Service Form 'A'.
2. SC 13 Distributed Generation (DG) Service (Residential) New and Existing SC 1 Account Requirements Form.

NOTES:

1. SC 13 DG service is firm service. Gas service under SC 13 is not available to customers eligible for service under Rule 18 Gas Fired Emergency Generation.
2. During the Term of Service Agreement, gas will not be supplied under another service classification.
3. The Company reserves the right to reject an application for SC 13 service where, in the sole discretion of the Company, the provision of service would require the purchase of incremental capacity on the transmission systems of its pipeline suppliers. Therefore, all applications for Company provided commodity service or Monthly Balancing service must have prior written approval from the Director, Gas Supply. (Refer to Program and Policy Administration Procedure RSG3014).
4. An approved Remote Meter (ARM) to remotely monitor gas consumption may be installed by the Company at Company's expense. Should the Company elect to install an ARM during the initial account setup, the customer shall provide access to an electrical supply (if needed) and existing phone line in an area acceptable to the Company for the operation of the device (a dedicated phone line will not be required).
5. In the event customer's application for service requires any system reinforcements, these reinforcements will be provided, solely, at the customer's expense.
6. Incremental State Assessment Surcharge - A surcharge based on the Temporary State Energy and Utility Service Conservation Assessment effective April 1, 2009 - March 31, 2014 collected by the Company for New York State.

Key to Abbreviations: Th = Therm; SC = Service Classification; NA = Not Applicable



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e. Customer Breakdown

The following statistics show a breakdown by customer segments. These statistics will be updated annually.

Customers and Annual Consumption as of December 2011:

Sales:

	Customers	Annual DTH
<u>Residential and Small Commercial</u>	<u>444,667</u>	<u>48,246,486</u>
<u>Large C/I, IPP and</u>	<u>47</u>	<u>493,136</u>
<u>Distributed Generation</u>	<u>6</u>	<u>17,965</u>

Transportation:

	Customers	Annual DTH
<u>Residential and Small Commercial</u>	<u>142,784</u>	<u>21,388,053</u>
<u>Large C/I, IPP and</u>	<u>943</u>	<u>73,853,139</u>
<u>Distributed Generation</u>	<u>5</u>	<u>229,198</u>

3. Uniform Business Practices Generic to Aggregation and Large Volume Transportation Customers

The Uniform Business Practices set forth in this section were approved by the NY PSC and represents the latest issued version. If a conflict arises between the GTOP and the UBP, the UBP shall govern.

a. *Creditworthiness*

National Grid establishes unsecured credit limits for all entities, including Marketers, Gas Suppliers who act as Marketers, and customers to whom the Company makes sale of gas for resale, by applying on a consistent, non-discriminatory basis the same financial evaluation standard. Credit limits are reviewed regularly. If an entity is assigned an unsecured credit limit that is not sufficient to meet the requirements, these requirements may be met by providing security in a form that is acceptable to National Grid.

Please refer to Section 3, Paragraph E, Appendix B, Uniform Business Practices Case 98-M-1343).

Applicability to Upstate New York Territory:

These standards apply to Marketers and Direct Customers. Each entity must qualify on an individual basis.

- A Marketer/Direct Customer's participation in the Company's **SupplierSelect** Program is contingent upon the Marketer/Direct Customer meeting the credit requirements set forth herein.
- Credit appraisals and security requirements will be reviewed by the Company annually, at a minimum, and adjusted as financial evaluation dictates.
- Direct Customers, participating in Daily Balancing, who are dropped from their marketer's pool either through voluntary or involuntary action and cannot demonstrate the ability to deliver gas to the Company, will be subject to the following credit requirement:

The credit requirement shall be the product of the Customer's effective MDQ for the applicable month times the Commodity Charge times 30 days. The Commodity Charge shall be the sum of the peak forecasted NYMEX price for the next 12 months plus the effective average demand cost of gas.

Credit Exposure/Security Calculation

Please refer to Section 3, Paragraph D - Appendix B, Uniform Business Practices Case 98-M-1343

- For the purpose of Natural Gas Imbalance Risk, the term MDQ shall mean:

MDQ - **Summer MDQ** = (Sum Total Thermal Response x 17.4 HDD) + Sum Total Daily Baseload
Winter MDQ = (Sum Total Thermal Response x 42.8 HDD) + Sum Total Daily Baseload

b. Customer Information

This section establishes practices for release of customer information by distribution utilities or Meter Data Service Providers to ESCOs and Direct Customers and identifies the content of information sets. The distribution utility or MDSP and an ESCO shall use EDI standards, to the distribution utility or MDSP and an ESCO shall use EDI standards, to the extent developed, for transmitted of customer information and may transmit data, in addition to the minimum information required, via EDI or by means of an alternative system. Please refer to UBP, Section 4- Appendix B, Uniform Business Practices Case 98-M-1343.

c. Billing, Collection Services and Charges

Procedures for invoices of charges for services provided by the distribution utility directly to an ESCO or Direct Customer are detailed in UPB Section 7. A distribution utility and ESCO or Direct Customer may agree to establish other arrangements and procedures for presentation and collection of invoices for services rendered. This section also describes billing questions and disputes and Charges to ESCOs from the Company. For additional details, please refer to UBP, Section 7- Appendix B, Uniform Business Practices Case 98-M-1343.

Please refer below for specific topics.

Failure to Make Payment

Please refer to Section 2, Paragraph F - Appendix B, Uniform Business Practices Case 98-M-1343

Billing Questions and Disputes

Please refer to Section 7, Paragraph C - Appendix B, Uniform Business Practices Case 98-M-1343

Charges to Marketers from the Company

Please refer to Section 7, Paragraph B - Appendix B, Uniform Business Practices Case 98-M-1343

The Company will charge Marketers/Direct Customers for the following:

- Purchase of Receivables ("POR") Discount Rates

Discount Rate For Uncollectibles

As of the Effective Date, the Company will implement separate POR discount rates for the uncollectible components applicable to the S.C. 1 and non-residential service classifications pursuant to rule 33.1.3 of the tariff.

- **Assessment Of Credit And Collections Processing Costs**
As of the Effective Date, in lieu of including in the discount rate a factor to recover collections processing costs, the Company will implement a separate charge for collections processing costs pursuant to rule 33.1.2 of the tariff. An equivalent level of Credit and Collection Processing Costs shall be captured each month in the Merchant Function Charge (on a unitized rate per therm basis) and will be applied to marketers taking part in the company's Purchase of Receivables program and will be netted against the payment that is made to the marketer..
- **Daily and Monthly Cashout of Imbalances and Additional Charges** pursuant to Rule 29 of the Tariff, Balancing Charge, Over 50% Imbalance Penalty Charge , Forced Balancing OFO Charges, Demand Transfer Rate and Cashouts for True-ups.
- Additional historical customer usage, billing and credit information available upon request under Service Classification No. 11 of the Tariff.
- Other rates and charges approved by the PSC and set forth in the Company's Tariff, including, but not limited to, transportation or distribution rates, miscellaneous surcharges, and taxes.

d. New Delivery Customer Requirements

UBP Section 5 establishes practices for receiving, processing and fulfilling requests for changing a customer's natural gas provider and for obtaining a customer's authorization for the change. A change in a provider includes transfer from (1) one ESCO to another; (2) an ESCO to a distribution utility; and (3) a distribution utility to an ESCO. This Section also establishes practices for: an ESCO's drop of a customer or a customer's drop of an ESCO, retention of an

ESCO after a customer's relocation within a distribution utility's service area, assignment of a customer, and initiation or discontinuance of procurement of natural gas supplies by a Direct Customer. This Section does not establish practices for obtaining other energy-related services or changing billing options.

The process of changing a service provider is comprised of two steps. For enrollment with an ESCO, the first step is obtaining customer agreement to accept natural gas service, according to the terms and conditions of an offer. A sales agreement establishes the terms and conditions of the customer's business arrangement with the ESCO. The second step is enrollment and the distribution utility's modification of its records to list the customer's transfer to a provider on a specific date. This transaction is primarily between the ESCO and the distribution utility. For additional details, please refer to UBP, Section 5-Appendix B, Uniform Business Practices Case 98-M-1343.

Refer below for specific topics:

Information to be Submitted by Marketer

Marketers will also provide information about the customer's special needs, if any, including life support equipment.

Commencement of Service

The Company must accept new delivery customers before service may commence; any conditions set forth in the Company's Tariff for the initiation of service to such new delivery customers must be met.

Initiation of Service Fees, Deposits, or Other Requirements

Any fees, deposit requirements, or other charges identified in the Company's Tariff will apply to initiation of service to new delivery customers.

Special Meter Reading Fees

There will be no Company fees for special meter readings if performed in conjunction with the initiation of new delivery service.

e. Switching Customers

An ESCO shall transmit an enrollment request to a distribution utility no later than 15 calendar days prior to the effective date of the enrollment. The enrollment request shall contain as a minimum, the information required for processing set forth in Attachment 4, Enrollment Request of the UBP. The distribution utility shall process enrollment requests in the order received. The distribution utility shall accept only one valid enrollment request for each commodity per customer during a switching cycle. If the distribution utility receives multiple enrollment requests for the same customer during a switching cycle, it shall accept the first valid enrollment request and reject subsequent requests. An ESCO shall submit an enrollment request after it provides the sales agreement to the customer and, for residential customers, after the expiration of the cancellation period. For

additional details, please refer to UPB, Section 5- Appendix B, Uniform Business Practices Case 98-M-1343.

Please refer below for specific topics:

Customer Notification

Please refer to Section 5, Paragraph E - Appendix B, Uniform Business Practices Case 98-M-1343

Marketer Notification

Please refer to Section 5, Paragraph D - Appendix B, Uniform Business Practices Case 98-M-1343

Notice Period Required and Switch Date

The request for a switch shall be submitted to the Company using the same process as described above.

The switch will then occur on the customer's regular meter reading date as specified in the Tariff. Deliveries for customers shall commence on the 1st of the month of the customer's regular meter reading date

Frequency of Switches Allowed

Please refer to Section 5, Paragraph L - Appendix B, Uniform Business Practices Case 98-M-1343

Switching Fees

Please refer to Section 5, Paragraph L - Appendix B, Uniform Business Practices Case 98-M-1343

Verification of Accounts

Please refer to Section 5, Paragraph L - Appendix B, Uniform Business Practices Case 98-M-1343

Budget Billing Adjustments

Please refer to Section 5, Paragraph L - Appendix B, Uniform Business Practices Case 98-M-1343

f. Slamming Prevention

A change of a customer to another energy provider without the customer's authorization, commonly known as slamming is not permitted. The distribution utility shall report slamming allegations to the Department on at least a monthly basis. For additional details, please refer to UPB, Section 5, Paragraph K- Appendix B, Uniform Business Practices Case 98-M-1343

g. Discontinuance of Service

Discontinuance of Sales by Marketer to an Individual Customer

A customer may discontinue service by contacting either the ESCO or the distribution utility in accordance with UPB Section 5.. An ESCO contacted by the customer shall, within two days, process the customer's request to return to full utility service. A utility contacted by a customer shall remind the customer to contact the ESCO about their returning to full utility service provided, however, that if the customer has already contacted the ESCO or wants to proceed without contacting the ESCO, the utility shall, within two days, process the customer's request to return to full utility service. If a change to full utility service results in restrictions on the customer's right to choose another supplier or application of a rate that is different than the one applicable to other full service customers, the distribution utility shall provide advance notice to the customer. For additional details, please refer to UBP, Section 5, Paragraph H. - Appendix B, Uniform Business Practices Case 98-M-1343.

Involuntary Discontinuance of a Marketer's or Direct Customer's Participation in the *SupplierSelect* Program

For involuntary discontinuance of an ESCO or Direct customer's participation, please refer to UBP Section 2, Paragraph F- Appendix B, Uniform Business Practices Case 98-M-1343

Assignment of Marketer Contracts

Please refer to Section 5, Paragraph J - Appendix B, Uniform Business Practices Case 98-M-1343

h. Dispute Resolution

UPB Section 8 describes the process whereby disputes involving distribution utilities, ESCOs or Direct Customers shall be handled, including disputes alleging anti-competitive practices. The processes are not available to resolve disputes between retail customers and ESCOs or distribution utilities. They are also not applicable to matters that, in the opinion of the PSC Staff, should be submitted by formal petition to the PSC for its determination or are pending before a court, state or federal agency. The availability of the processes does not limit the rights of a distribution utility, ESCO or Direct Customer to submit any dispute to another body for resolution. For additional details, please Refer to UPB, Section 8 - Appendix B, Uniform Business Practices Case 98-M-1343.

i. Partial Requirements Customers

Not applicable.

j. Billing Agency Arrangements

Not applicable.

k. Consolidated Billing

A distribution utility and ESCO shall establish in a billing services agreement (BSA) detailed expectations for their responsibilities, including consequences for any failure to carry out such responsibilities. A distribution utility may use the bill ready or the rate ready method for issuing consolidated bills. An ESCO that offers consolidated billing shall use a bill ready method. For additional details, please refer to UPB Section 9- Appendix B, Uniform Business Practices Case 98-M-1343

In accordance with the Uniform Business Practices case 98-M-1343, National Grid offers a Consolidated Billing program. Any questions regarding consolidated billing, please contact Sergio Smilley at (516) 545-2468.

l. Metering

Not applicable.

m. Marketing Standards

The standards that ESCOs and ESCO marketing representatives must follow when marketing to customers in New York are detailed in UPB Section 10. It specifies standards relative to training of marketing representatives and in-person and telephone contact with customers. ESCOS shall not engage in misleading or deceptive conduct as defined by State or federal law, or by Commission rule, regulation or Order. ESCOs will maintain an internal process for handling customer complaints and resolving disputes arising from marketing activities and shall respond promptly to complaints forwarded by the Department. For additional details, please refer to UPB Section 10- Appendix B, Uniform Business Practices Case 98-M-1343.

4. Gas Delivery Management Procedures for Residential and Small Commercial Customers – Firm Transportation

MONTHLY BALANCING SERVICE

National Grid's Monthly Balancing Service is designed around and offered in conjunction with Dominion Transmission, Inc.'s (DTI's) Delivery Point Operator (DPO) and City Gate Swing Customer (CSC) Program. Marketers must participate in DTI's Program in order to participate in National Grid's Monthly Balancing Service. Any penalty charges assessed to National Grid or gas supply costs incurred as a result of a City Gate Swing Customer will be passed on directly to the appropriate party who caused the penalty.

a. *Become an Approved Gas Supplier*

In order to become an approved Gas Supplier a Marketer must meet all requirements listed on National Grid's website under "Become an Approved Gas Supplier". The website is:

www.nationalgridus.com

Step One

First, the marketer must obtain approval from the New York State Department of Public Service (PSC). Please access the PSC website at www.dps.ny.gov for instructions on completing the Energy Service Company Retail Access Application process.

Step Two

Once PSC approval has been given, the Marketer Applicant shall submit "**SupplierSelect**" Form 1 which is the "Application for Authorization to Act as an Energy Service Company for the Supplier Select Program." Applicant must agree to comply with all of the terms and conditions set forth in Form 1. Form 1 may be obtained from the National Grid website at (see above):

Two copies of Form 1 must be mailed or faxed to the following address:

National Grid
175 E, Old Country Rd. (East Bldg. Ground Floor)
Hicksville, NY 11801
Attn: Sergio Smiley, Customer Choice - Supplier Services
Telephone No. (516) 545-2468
Fax No. (516) 545-3252

If a Marketer indicates that they will not be participating in National Grid's consolidated billing/Purchase of Receivables Program a check will be done to determine creditworthiness. The Applicant shall also send its two most current

years of audited financial statements, if available. The Applicant shall indicate the credit rating of its senior unsecured debt and/or provide its Dun & Bradstreet number, if it has one.

The Credit Risk Policy and Guidelines for Marketers who would like to participate and continue to participate in the **SupplierSelect** Program can be found in Section 3, - Appendix B, Uniform Business Practices Case 98-M-1343

The Marketer must demonstrate to National Grid that it is designated in writing as the entity to provide aggregation service on their behalf by customers on the National Grid system who have historic or projected aggregate annual natural gas usage of 50,000 therms or more. The 50,000 therms load requirement applies separately to each type of service (Daily Balancing, and Monthly Balancing) offered by the marketer.

Step Three

The Marketer must complete NAESB contract(s). The NAESB must be executed and two copies returned to:

National Grid
175 E, Old Country Rd. (East Bldg. Ground Floor)
Hicksville, NY 11801
Attn: Meghan Brolly/Jennifer Coulon, Customer Choice – Gas
Transportation
Telephone No. (516) 545-5609
Fax No. (516) 545-3252

The NAESB contracts are available on the National Grid website under “Become an Approved Gas Supplier”, step 3.

The Marketer has two options available when completing the NAESB agreements:

Option 1 is for those Marketers who are interested in buying or selling gas to National Grid. These Marketers must complete an “NAESB – For Special Provisions” contract along with a “National Grid Special Provisions” form. These contracts can be used for both Gas Retail Access and Wholesale Transactions with our Gas Supply Department.

Option 2 is for Marketers who are only interested in participating in Gas Retail Access. These Marketers only need to complete an “NAESB – Retail Access - No Special Provisions” contract.

In addition, all Marketers should complete a “New York Sales Tax Exemption Form” in order to avoid New York State Sales Tax charges, if applicable. Also, Marketers need to complete an “ACH Authorization Form” which is needed for payments to be made from National Grid to the Marketer. National Grid pays all credit balances via ACH payment. These completed forms should also be mailed to Meghan Brolly/Jennifer Coulon at the above address.

Marketers that have an agent or an asset manager must not use them as a contact on the NAESB contract. The NAESB contract is between Niagara Mohawk Power Corp d/b/a National Grid and the approved Gas Marketer. All notifications must be between these two entities. Arrangements can be made to have an agent/asset manager copied using a Pool Operator Agreement. A marketer who is planning on releasing capacity to a third party must also complete a Capacity Release Agreement. Again, these forms must be returned to Meghan Brolly/Jennifer Coulon at the above address.

The name of the entity on the NAESB must match the name on the Form 1 Application as well as any Approval documents provided by the NYS PSC.

If the Marketer is applying for Monthly Balancing Services the Marketer must obtain approval from Dominion Transmission Inc. National Grid’s Monthly Balancing Service is designed around and offered in conjunction with Dominion Transmission Inc.’s Delivery Point Operator and City Gate Swing Customer Program. To become approved for this program, the Marketer must call Mr. Terry Cole at 1-804-771-3855.

Step Four

Once the application form (from step two) is received, the Marketer must complete initial EDI testing. For this, please complete the following forms:

Pre-Testing Worksheet

Trading Partner Agreement

Electronic Data Interchange Testing Agreement

These forms should be completed and returned via email to Sergio.smilley@nationalgrid.com These forms are available on the National Grid web site Or, completed copies may be mailed to:

National Grid
175 East Old Country Road
Hicksville, NY 11801
Attention: Sergio Smilley, Customer Choice -Supplier Services

Any questions about completing these forms may be directed to Sergio Smilley at 516-545-2468.

Step Five

If the Marketer will be participating in National Grid's consolidated billing/Purchase of Receivables Program (as indicated on Form 1) a "Billing Services Agreement" must be executed. Supplier Services (Sergio Smilley) will guide the Marketer through the process of executing this agreement. The Marketer should review the "Agreement for Billing Services and for the Purchase of Gas Accounts Receivable". Please review Article 5, specifically Sections 5.4 and 5.5, "ESCO Covenants and Obligations". The document may be obtained from:

www.nationalgridus.com/niagaramohawk/energy_supplier/gas_approv_supplier.asp

Step Six

Once the above requirements have been met, National Grid's Supplier Services Department will notify the PSC that the Marketer is being placed on "National Grid's Approved Energy Supplier List" and that the Marketer is now eligible to participate in the **SupplierSelect** Program. National Grid's "Approved Energy Supplier List" can be obtained by going to:

<http://www.nationalgridus.com> and choosing Energy supply companies.. This information is extracted from the **SupplierSelect** Form 1. It is the Marketer's responsibility to ensure that the information posted is correct. If a Marketer wishes to make a change, please contact Sergio Smilley at (516) 545-2468, or at <http://esco.custhelp.com/>.

Step Seven

The Marketer will then be issued a User ID and Password so that the Marketer can utilize the website functions. The National Grid Energy Market Center is located at:

<http://www.nationalgridus.com>

If there are any questions regarding the User ID and/or Password, the Marketer should contact Sergio Smilley at (516) 545-2468 or by email at sergio.smilley@nationalgrid.com.

b. Pool Operators

Eligible Marketers may designate a Pool Operator.

The Pool Operator shall be responsible for all deliveries, balancing, and settlement activities described in Service Classification No. 11 of the Tariff of its

own customers, if any, and the customers of the Marketer on whose behalf it is acting. All actions of the Pool Operator related to the Marketer participating in National Grid's **SupplierSelect** Program are absolutely binding on, and attributable to, such Marketer. Such Marketer is fully liable to the Company for all acts and omissions of the Pool Operator and shall indemnify, defend and hold harmless the Company from and against any and all claims, losses, damages, as described in the Tariff, that are directly or indirectly caused by, or arise out of, or are in any way connected with the Pool Operator's acts or omissions.

To designate a Pool Operator, a Marketer must provide the Company with a fully executed Pool Operator Agreement. See Appendices for Pool Operator Agreement.

c. Customer Eligibility

Monthly Balancing Service is available to customers who have taken service under Service Classification Nos. 1, 2, 3, 5, 7, 12 and 13 who have met the term provisions of their respective service classifications.

Under Monthly Balancing Service, a customer may:

- join a Marketer's pool, but may designate only one Marketer to serve an individual gas account;
- authorize National Grid to provide a Marketer information on its billing history information;
- switch Marketers
- residential or human needs customers may return to Sales Service
- Customers who are not residential or Human Needs may return to Sales Service if National Grid, in its judgment, has adequate supplies of gas and upstream capacity available to serve the customer and the customer authorizes National Grid to recall the upstream pipeline capacity previously released to the customer.

d. Enrollment Procedures

Please refer to Section 5, - Appendix B, Uniform Business Practices Case 98-M-1343

- Enrollments are processed via EDI. For a complete description of EDI protocols, testing procedures, the certification process, EDI data standards and test plans please visit the NYSPSC website at www.dps.ny.gov.
- Enrollments shall be submitted no later than 15 calendar days prior to the month service is to commence. For a 31 day month, this will be on the 17th of the month; for a 30 day month, this will be on the 16th of the month; for a 29 day month, this will be on the 15th of the month; and for a 28 day month, this will be on the 14th of the month.

A customer may only begin taking service from a Marketer on the scheduled meter read date. The customer may call in its meter read to National Grid's

Customer Service Center or enter its read into the website at: www.nationalgridus.com or, under certain circumstances, accept an estimated read.

Enrollment Procedures for Sales Customers Who Consume Over 50,000 Therms Annually

- If the Marketer attempts to electronically enroll a National Grid Sales customer whose annual usage exceeds 50,000 therms, the Marketer will receive a message via EDI that will state “Customer usage over 50,000 therms, call NM.” The Marketer should then call or e-mail Sergio Smilley at (516) 545-2468, <http://esco.custhelp.com/>. who will request that the Marketer fax the **SupplierSelect** Form 2 to Supplier Services at fax no. (516) 545-3252.

e. Delivery Quantity Determination Procedures

Deliveries for customers shall commence on the 1st of the month of the customer’s regular meter reading date.

Forecasted Daily Contract Quantity: Based on historic usage patterns and expected weather conditions, National Grid will issue a forecasted Daily Contract Quantity (DCQ) for each pool. (The Base and Thermal Methodology can be found in the Appendices of this Manual.)

The forecasted DCQ is provided to each Marketer 10 business days prior to the 1st day of each month. The forecasted DCQ is the quantity of gas that may be delivered daily. Marketers may meet the forecasted DCQ with flowing supply and/or storage. After the forecasted DCQ is issued for the 1st day of the month, Marketers may go to National Grid’s website each day after 8:00 a.m. EST for the next day’s forecasted DCQ.

Actual Daily Contract Quantity: National Grid will issue an actual DCQ, based on actual heating degree days, the day following the delivery of the forecasted DCQ. The difference between the Marketer’s nomination and the actual DCQ will result in a change to the Marketer’s storage balance on Dominion Transmission. The actual DCQ for each Marketer will be posted to National Grid’s website and electronically transferred to Dominion Transmission’s electronic bulletin board known as E-SCRIPT in order for Dominion to make the adjustment to storage.

f. Capacity Assignment/Use Procedures – Comparability Determination

Release of Capacity: DTI FTNN Capacity will be released by National Grid to Marketers participating in Monthly Balancing Service on behalf of customers in a prearranged capacity release transaction at maximum demand rates in accordance with DTI’s tariff. The terms of each release will be for one calendar

month. Releases will occur in each month of the year. The amount of capacity to be released will be equal to 45% of the pool's total peak day allocation (MPDQ x 45%), provided the customer has a positive thermal response. The releases will be made subject to recall. The MPDQ is defined in Leaf 171 of PSC No. 219 Gas Tariff. The Company reserves the right to change the capacity and allocation, as needed, to maintain the Company's system reliability.

All releases are recallable by National Grid when (1) a customer elects to change Marketers; (2) a Marketer fails to perform its obligations under PSC No. 219 Gas Tariff; (3) a Marketer ceases to meet the credit or security requirements outlined in Section 3, - Appendix B, Uniform Business Practices Case 98-M-1343; or (4) if the customer discontinues service.

A marketer that is participating in POR shall be deemed to have met the creditworthiness criteria for imbalance security as stated in the UBP's if that marketer has provided the requisite first priority security interest in their receivables to National Grid.

g. Nomination Procedures

North American Energy Standards Board (NAESB) nomination procedures were implemented effective September 1, 2000.

- **Deadlines for Nominations**

- First-of-the-month nominations must be received by 7:00 p.m. E.S.T. one calendar day prior to the first of the month
- Regular nominations (nominations effective for 10:00 a.m. the following day) must be received by 7:00 p.m. E.S.T.
- Intra-day nominations (current day nominations) must be received by 10:00 p.m. E.S.T.
- Post cycle ID-2 nominations
In an effort to provide National Grid's market participants with increased scheduling flexibility and to meet changing customer supply requirements, National Grid Upstate NY will begin accepting post cycle ID-2 nominations effective November 1, 2012. Post cycle ID-2 nominations will be confirmed on a best efforts basis subject to daily operational constraints as determined by the sole discretion of the company. Market Participants are strongly encouraged to use the recognized NAESB cycles and not wait until the post cycle ID-2 to make their initial nominations. Market Participants wishing to make a Post Cycle ID-2 nomination or change to an existing nomination must do so no later than one (1) hour prior to the close of the gas day. All nominations and changes must also be accepted and confirmed by the delivering pipeline. Market participants should be aware that not all pipelines accept nominations after the ID-2 cycle.

The Supplier may make late nominations after the ID-2 cycle to existing nominations and/or new nominations within the current gas day but not later than one (1) hour prior to the end of the Gas Day. Each nomination to National Grids EBB must have a corresponding nomination on the delivering pipeline and must be permitted and confirmed by the Delivering Pipeline. Post Cycle ID-2 nominations must be on nominated on National Grid's Electronic Bulletin Board (EBB) before 09:00 such that National Grids Gas Control Center can review and confirm each nomination. Post Cycle ID-2 nominations will be accepted on a best efforts basis subject to operational constraints as determined by National Grid Gas Control Center at their sole discretion.

To ensure operational safety, reliability and feasibility, all market participants wishing to make post cycle ID-2 nominations and changes must also contact National Grid Gas Control by telephone

prior to making a post cycle ID-2 nomination. National Grid's ability to accept and confirm Post Cycle ID-2 nominations will be accepted on a best effort basis. As such operational parameters will be taken into account and factored in to any decisions made by National Grid Gas Control. Market Participants are strongly encouraged to make their nominations as soon as possible and not wait until the post cycle to make their daily nominations.

All nominations must be confirmed by the upstream pipelines and National Grid in order for the gas to flow.

All questions related to nominations should be referred to Jennifer Coulon at (516) 545-2599.

All customers located west of and including the city of Amsterdam are considered to be behind National Grid meter #20500 (West). Customers located east of Amsterdam are considered to be behind National Grid meter #20550 (East). Gas nominated to meter #20500 or #20550 must be adequate to fulfill the needs of the Marketer's customers behind those meters.

Gas nominated on Dominion Pipeline for delivery to a National Grid meter must be entered on Dominion's ESCRIPT system as a 1Nom©. 1Nom© automatically transfers the information to National Grid's TSA system where it is confirmed.

Gas nominated to National Grid must match gas nominated to the upstream pipelines. Failure to do so will result in National Grid's inability to confirm the Marketer's nomination with the upstream pipelines.

h. Balancing and Trading

In National Grid's Monthly Balancing Program, balancing is provided by the Marketers/Pool Operators, who are assigned National Grid's transportation and storage capacity in conjunction with Dominion Transmission, Inc's (DTI's) DPO/CSC Program. DTI provides no notice service to Marketers/Pool Operators once they are enrolled in the DPO/CSC Program.

National Grid (the "DPO" or Delivery Point Operator) will release both transportation and storage contracts to the Marketer/Pool Operator (the "CSC" or City Gate Swing Customer). With this capacity, the Marketer/Pool Operator is able to make nominations on a primary basis to their designated meter. Once measured volumes are entered by National Grid for this meter, the surplus gas, if any, will flow into the Marketer/Pool Operator's storage. The deficit gas, if any, will be deducted from the Marketer/Pool Operator's storage account.

Monthly Balancing Services does not provide for trading of imbalances.

i. Reconciliation/True-ups

Actual usage will be trued up to actual DCQs by billing cycle on a monthly basis. Cashouts will be determined using the average of the Gas Daily DTI North Point/Mid Point, plus DTI Fuel, plus DTI's Commodity Charge for each period for which the DCQ's were delivered. When the Gas Daily DTI North Point/Mid Point is not posted, the Gas Daily DTI South Point/Mid Point will be used.

j. Standby Services

Upon commencement of Monthly Balancing Service, sales service by National Grid will terminate and National Grid will have no further obligation to maintain the availability of gas supplies except for residential and human needs customers. Costs for residential and human needs customers for maintaining such supplies will be recovered through a Standby Charge.

Human needs customers are defined as residential, or related usage (residential hotels, prisons), or critical care accounts (nursing homes, hospitals, etc.). For Marketers' ease of administering to Human Needs Customers, the following list shows various Human Needs Customers by Standard Industrial Classification Code:

- An apartment or housing complex with a single meter (SIC 0020-0040 and 0050)
- Master metered mobile home park (SIC 0062)
- A hot water or heat account for a residential complex with individual meters for each apartment, townhouse or condominium (SIC 6513)
- A rooming or boarding house (SIC 7021)
- An Office or Clinic for Medical Doctor(s) (SIC 8011)
- An Office or Clinic for Dentist(s) (SIC 8021)
- A skilled nursing care health facility (SIC 8051)
- An intermediate health care facility (SIC 8052)
- A nursing and personal care health facility (SIC 8059)
- A general medical and surgical hospital (SIC 8062)
- A psychiatric hospital (SIC 8063)
- A specialty hospital (SIC 8069)
- A kidney dialysis center (SIC 8092)
- A specialty outpatient clinic (SIC 8093)
- A correctional institution, such as a prison (SIC 9223)
- Residential Hotel

k. Storage/Peaking Services

Release of GSS Storage

National Grid's Storage Demand and Storage Capacity on DTI will be released to Marketers participating in Monthly Balancing Service on behalf of customers in a prearranged storage release transaction at Maximum Rates in accordance with DTI's tariff. The term of each such release will be for one calendar month. The amount of GSS storage demand to be released will be equal to 55% of the pool's total peak day allocation (MPDQ x 55%). The storage capacity to be released will be equal to 55% of the pool's total MPDQ times 52.3 days, provided the customer has a positive thermal response. The releases will be made subject to recall. The Company reserves the right to change the capacity and allocation, as needed, to maintain the Company's system reliability.

Release of Storage Transportation

National Grid's FTNNGSS Storage Capacity on DTI will be released to Marketers participating in Monthly Balancing Service in a prearranged storage release transaction at Maximum Rates in accordance with DTI's tariff for November through March. The amount of Storage Transportation (FTNNGSS) will be equal to 55% of the customer's MPDQ, provided the customer has a positive thermal response. The terms of each release will be at the Company's discretion, but not less than one month. The releases will be made subject to recall. The Company reserves the right to change the capacity and allocation, as needed, to maintain the Company's system reliability.

All releases are recallable by National Grid when (1) a customer elects to change Marketers; (2) a Marketer fails to perform its obligations under PSC No. 219 Gas Tariff; (3) a Marketer ceases to meet the credit or security requirements outlined in Section 3, - Appendix B, Uniform Business Practices Case 98-M-1343; or (4) if the customer discontinues service.

A marketer that is participating in POR shall be deemed to have met the creditworthiness criteria for imbalance security as stated in the UBP if that marketer has provided the requisite first priority security interest in their receivables to National Grid.

Transfer of Storage Inventory for Customers Migrating from Sales

National Grid will transfer storage inventory to each Marketer participating in Monthly Balancing Service on behalf of customers migrating from sales service.

The storage capacity assigned to each Marketer is the MPDQ x 55% x 52.3 days.

Storage Inventory Transfer Schedule		
Apr 1	((New Enrollments from Sales Service-MPDQ) x 55%) x 52.3 days) x	0%
May 1	((New Enrollments from Sales Service-MPDQ) x 55%) x 52.3 days) x	14.3%
Jun 1	((New Enrollments from Sales Service-MPDQ) x 55%) x 52.3 days) x	28.6%
Jul 1	((New Enrollments from Sales Service-MPDQ) x 55%) x 52.3 days) x	42.9%
Aug 1	((New Enrollments from Sales Service-MPDQ) x 55%) x 52.3 days) x	57.1%
Sept 1	((New Enrollments from Sales Service-MPDQ) x 55%) x 52.3 days) x	71.4%
Oct 1	((New Enrollments from Sales Service-MPDQ) x 55%) x 52.3 days) x	85.7%
Nov 1	((New Enrollments from Sales Service-MPDQ) x 55%) x 52.3 days) x	100%
Dec 1	((New Enrollments from Sales Service-MPDQ) x 55%) x 52.3 days) x	90%
Jan 1	((New Enrollments from Sales Service-MPDQ) x 55%) x 52.3 days) x	66%
Feb 1	((New Enrollments from Sales Service-MPDQ) x 55%) x 52.3 days) x	42%
Mar 1	((New Enrollments from Sales Service-MPDQ) x 55%) x 52.3 days) x	18%

The Storage Gas Transfer Rate for customers migrating will be the sum of (1) National Grid's established average commodity cost of gas in storage, plus (2) the Demand Transfer Recovery Rate (DTR Rate). The Storage Gas Transfer Rate will be posted on the Company's website not less than two days before its effective date.

The DTR Rate will be equal to the System Average Unrecovered DTI Demand Charge revenue per therm beginning in the month of April through the initial month that storage capacity is released to the Marketer. The demand charges in this calculation include DTI FT, FTNNGSS, and GSS. The System Average Unrecovered DTI Demand Charge revenue shall equal the sum of the differences between the DTI Demand Charge revenue collected and the average DTI Fixed Demand costs incurred beginning the month of April through the initial month that storage capacity is released to the Marketer. The DTR Rate will be set forth on the Storage Transfer Rate Statement (Demand Transfer Recovery Rate Statement) to be filed with the Public Service Commission not less than two business days prior to the date on which the statement is proposed to be effective.

In the event a customer participating in Monthly Balancing Service switches from transportation service to sales service, storage inventory shall be returned to National Grid unless mutually agreed upon between the Company and the Marketer. The storage inventory amount will be calculated on the same basis as the storage transfer clause as referenced in Storage Transfer for Customers Migrating on leaf 184 of the Company's Tariff. The Company will pay the Marketer the average commodity cost of gas in National Grid's storage account as stated on the effective Storage Transfer Rate Statement.

In the event a customer participating in Monthly Balancing Service switches Marketers, storage inventory volumes shall be returned to National Grid by the

previous Marketer, and in turn, the Company will transfer same storage inventory volume to the customer's new Marketer. The storage inventory amount will be calculated on the same basis as the storage transfer clause as referenced in Storage Transfer for Customers on leaf 184 of the Company's Tariff. The Company will pay the previous Marketer and receive from the current Marketer the average commodity cost of gas in National Grid's storage account as stated on the effective Storage Transfer Rate Statement.

In the event the Marketer transfers insufficient storage volumes to National Grid, the Company will bill the Marketer the difference between the required amount and the amount actually transferred times the peak forecasted NYMEX price for the remainder of the winter (during November through March) or summer (April through October) months plus the effective demand cost of gas in accordance with Rule 17.3.4 of the Company's Tariff. The Marketer shall be responsible for all taxes and pipeline fees associated with moving or transferring the storage gas to National Grid.

Minimum Storage Requirements

Gas Marketers meet Minimum Storage Inventory Levels (MSIL) on released storage capacity upstream of National Grid's city gates or, if a Gas Marketer chooses, provide additional financial security, in the form of a Standby Letter of Credit prescribed by the Company or Advance Cash Deposit for the winter season in lieu of the MSIL as follows:

(1) Marketer Chooses to Maintain Minimum Storage Inventory Levels (MSIL)

Gas Marketers must meet MSIL on released storage capacity upstream of National Grid's city gates as follows:

October 1 through October 31	MSIL equals (Marketer MPDQ x 55% x 52.3 Days) x 65%
November 1 through January 31	MSIL equals (Marketer MPDQ x 55% x 52.3 Days) x 35%
February 1 through March 15	MSIL equals (Marketer MPDQ x 55% x 52.3 Days) x 15%

If at any time from October 1 through March 15, the Gas Marketer does not meet the Minimum Storage Inventory Levels set forth above, the Company will notify the Gas Marketer that it has ten (10) calendar days to cure the deficiency or provide financial security in accordance with item (2) below.

(2) Marketer Chooses Not to Maintain Minimum Storage Inventory Levels (MSIL)

Marketers will be required to post financial security in the form of a Standby Letter of Credit or Advance Cash Deposit for the duration of the winter season in an amount equal to the sum of Marketer's MPDQ times 55% times 52.3 days times the peak forecasted NYMEX price for the

current winter month's plus the effective average demand cost of gas. All or any unused portion of the financial security with applicable interest will be returned to the marketer within 30 days of March 31st.

Gas Marketers will default to Option (1) and agree to authorize the Company to access their storage balance information on upstream storage operator(s) unless:

1. Marketer provides in writing by September 1 of each year that it chooses Option (2) and does not agree to authorize the Company to access Gas Marketers' storage balance information on upstream storage operator(s) and,
2. Marketer provides by October 1 of each year the required security in the form of a Standby Letter of Credit or Advance Cash Deposit.

If the Gas Marketer does not cure the storage deficiency or provide financial security within the ten (10) calendar day cure period the Company will, at its sole discretion, return the Gas Marketer's customers to sales service in accordance with Provision k of the Monthly Balancing Service section of this schedule. In the event the gas in storage is less than the volume required to be transferred back to the Company, the Company will send an invoice to the Marketer for the insufficient volume times the peak forecasted NYMEX price for the remainder of the winter months plus the effective demand cost of gas as defined by Rule 17.3.4 of the Company's Tariff, PSC No. 219.

Information provided to National Grid regarding Minimum Storage Inventory levels ("Confidential Information") shall, for a period of one (1) year from the date of written disclosure, be held in confidence by National Grid and its representatives, attorneys and agents nor shall it be disclosed to others by National Grid without the prior written approval of the disclosing Gas Marketer. The above notwithstanding, Confidential Information may be disclosed by National Grid to (a) its officers, directors, employees and attorneys, as representatives of National Grid, who require knowledge thereof in connection with their duties in carrying out the aforesaid purpose of the minimum storage level tariff, and (b) to a judicial or regulatory body requiring its disclosure, provided that, prior to such disclosure, National Grid has notified the disclosing Gas Marketer of the requirement with an opportunity for the Gas Marketer to object or seek an appropriate protective order.

I. Meter Reading

Customers in Monthly Balancing Service are not required to have an approved remote meter installed. SC1 and SC2 customers' meters are read on a cycle basis. SC7 and SC5 customers' meters are read on the first day of each month. (Exception: When the first of the month falls on a weekend or a holiday, SC7

and SC5 customers' meters will be read on the business day closest to the first day of the month.)

Customers taking service under SC12 and elects Monthly Balancing may have an Approved Remote Meter (ARM) installed at the Company's expense.

m. Summary of Applicable Fees, Charges and Penalties

Each customer in a Monthly Balancing pool will receive a transportation bill from National Grid that will include the following:

- Metered usage times the transportation rate
- Applicable surcharges and taxes
- Standby charge, if applicable

Each Marketer participating in Monthly Balancing Service will receive an invoice from National Grid for the following:

- Any penalty charges assessed to National Grid or gas supply costs incurred as a result of a DTI City Gate Swing Customer
- Storage Gas Transfer Rate (average commodity cost of gas in storage plus the DTR)
- Payment of storage inventory purchased by National Grid for customers returning to sales service, if applicable
- Cashouts for Monthly True-Ups
- Balancing Services Cost Recovery
- Applicable surcharges, taxes, and fees

5. Gas Delivery Management Procedures for Larger Commercial and Industrial Customers, Firm and Interruptible

DAILY BALANCING SERVICE

a. *Become an Approved Gas Supplier*

Please refer to section 4 (a) of this document

b. *Pool Operators*

Please refer to section 4 (b) of this document

c. *Customer Eligibility*

Daily Balancing Service is available to customers served under Service Classification Nos. 5, 6, 7, 8, 9 and 12 who agree to be non-core customers. SC9 contracts with effective dates before June 1, 1996 will have to amend their existing service agreements in order to participate in Daily Balancing.

The Customer and the Customer's Marketer understand that if Daily Balancing Service is chosen, they must comply with the following conditions:

- Customer forfeits its ability to obtain future sales service under the Company's Tariff. Customer takes full responsibility and assumes all liability including, but not limited to, contingent liability for its decision to opt to participate in Daily Balancing.
- Customers served under Service Classification Nos. 5 & 7 classified as Human Needs must certify that they are 100% dual fueled or alternately certify that they maintain, or have continuous access to, five (5) winter months (November – March) of primary firm capacity from a liquid receipt point into the Company's east/west city gate, as applicable, sufficient to meet the customers Maximum Peak Day Quantity. See Appendices for Human Needs Customer Waiver.
- Customers enrolled in Daily Balancing must have an Approved Remote Meter (ARM) installed and operational. See Appendices Section for procedures.
- Join a Marketer's pool, but may designate only one Marketer to serve an individual gas account.
- Act as a Direct Customer but may enter into a Pool Operator Agreement; the Pool Operator would be responsible for gas supply scheduling, balancing, and settlement activities in accordance with National Grid's requirements, including requirements described in Service Classification No. 11 of the Company's Tariff (see Appendices for Pool Operator Agreement).

- Authorize National Grid to provide Marketer/Pool Operator information on its National Grid billing history.

d. Enrollment Procedures

Please refer to Section 5, - Appendix B, Uniform Business Practices Case 98-M-1343

- Enrollments for Daily Balanced accounts must be processed manually. The marketer must contact Sergio Smilley (516) 545-2468, or at <http://esco.custhelp.com/> who will request that the marketer fax the **SupplierSelect** Form 2 to Supplier Services at fax no. (516) 545-3252.
- Enrollments shall be submitted no later than 15 calendar days prior to the month service is to commence. For a 31 day month, this will be on the 17th of the month; for a 30 day month, this will be on the 16th of the month; for a 29 day month, this will be on the 15th of the month; and for a 28 day month, this will be on the 14th of the month.
- A customer may only begin taking service from a Marketer on the scheduled meter read date. The customer may call in its meter read to National Grid's Customer Service Center or enter its read into the website at: www.nationalgridus.com or, under certain circumstances accept an estimated read.

Enrollment Procedures for Sales Customers Who Consume Over 50,000 Therms Annually

- Please refer to section 4 (d) of this document

Direct Customers

A customer who meets the eligibility requirements for a Direct Customer (see Customer Eligibility set forth in c. above) may become a Direct Customer by calling Sergio Smilley at (516) 545-2468. Any customer who is eligible to participate in Daily Balancing but is not enrolled by a Marketer will automatically become a Direct Customer in Daily Balancing.

e. Delivery Quantity Determination Procedures

It is the Marketers'/Direct Customers' responsibility to determine the delivery quantity. Deliveries for customers shall commence on the 1st of the month of the customer's regular meter reading date.

f. Capacity Assignment/Use Procedures

National Grid does not retain capacity for customers participating in Daily Balancing Service.

g. Nomination Procedures

For Nominations behind National Grid's East / West Gates and on DTI, please refer to section 4 (g) of this document.

Empire Pipeline - Gas nominated on Empire Pipeline must be adequate to fulfill the needs of the Marketer's customers that are located west of and including the city of Rome (Operating Center Numbers 11, 13, 14, 15, 16, 18, 20, 22, and 23; see Appendices for Operating Centers and Pipeline Eligibility table).

Tennessee Gas Pipeline (TGP) - Gas nominated on TGP must be adequate to fulfill the needs of the Marketer's customers that are eligible for Tennessee gas (see Appendices for Operating Centers and Pipeline Eligibility table for specific Towns and Cities that can be served by Tennessee).

Iroquois Gas Pipeline - Customers located in Boonville can only be served off Iroquois Gas Pipeline.

Gas nominated to National Grid must match gas nominated to the upstream pipelines. Failure to do so will result in National Grid's inability to confirm the Marketer's nomination with the upstream pipelines.

h. Balancing: daily/monthly, tolerances, trading, and penalties

Marketers and Direct Customers who participate in Daily Balancing Service under Service Classification No. 11 will be subject to a Monthly Balancing Charge per therm of MPDQ for all customers contained within their Daily Balancing pool. The Monthly Balancing Charge will be set forth on the Statement of Balancing Charge to be filed with the Public Service Commission not less than three (3) days prior to any change in the effective rates. The standard Monthly Balancing Charge rate will be based on a 5% Allowed Imbalance Tolerance. Marketers and Direct Customers may elect a larger Allowed Imbalance Tolerance for the months of April through October up to the percentages allowed per Rule 29.2.4 found on Leaf 118 of PSC No. 219 gas tariff.

Pooling Areas: A Marketer may have one Daily Balancing pool for each pooling area. Pooling areas will be:

- East – Dominion Transmission, Inc. & Tennessee Pipelines
- West – Dominion Transmission, Inc., Empire State, and Iroquois Pipelines

Daily imbalances will be the confirmed deliveries minus the customers' City Gate usage in each pooling area. An exception would be if there is an OFO in place in one of the pooling areas.

Daily Tolerance: The tolerance (currently 5%) stated as a percent of city gate usage allowed before charges occur in the Company's daily cashout procedure.

The Storage Capacity Balances are those in effect on April 1st of each year. The Storage Capacity Balance will be equal to the Company's contracted Storage Capacity for those storage fields utilized for capacity release less any capacity released to marketers. If the Storage Capacity Balance is projected to drop below 10,000,000 Dt at any time during the year, tolerance levels will be renegotiated for both the November 1st to March 31st and April 1st to October 31st periods.

November 1 st – March 31 st	April 1 st – October 31 st	
+ or – 5%	Storage Capacity Balance	Allowed Tolerance
	Greater than or equal to 18,000,000 Dt	+ or – 10%
	Greater than or equal to 16,000,000 and less than 18,000,000 Dt	+ or – 8%
	Greater than or equal to 14,000,000 and less than 16,000,000 Dt	+ or – 7%
	Greater than or equal to 12,000,000 and less than 14,000,000 Dt	+ or – 6%
	Greater than or equal to 10,000,000 and less than 12,000,000 Dt	+ or – 5%

Daily Cashout: At the end of each day the All Pools Percent Imbalance will be calculated, i.e., total deliveries of all pools will be compared with total usage of all pools. If the absolute value of the All Pools Percent Imbalance is less than 5%, there will be no daily cashout for any Daily Balancing Pool for that day.

If the absolute value of the All Pools Percent Imbalance is greater than the marketer's elected Allowed Imbalance Tolerance but the absolute value of the Marketer Percent Imbalance is less than the marketer's elected Allowed Imbalance Tolerance, that Marketer will not be cashed out.

However, if both the absolute value of the All Pools Percent Imbalance and the absolute value of the Marketer Percent Imbalance is greater than the marketer's elected Allowed Imbalance Tolerance, that Marketer will be cashed out for his Cashout Volume. The Cashout Volume will be the marketer's total under/over delivery imbalance minus the market's City Gate Usage multiplied by the marketer's Allowed Imbalance Tolerance.

The Daily Cashout Schedule is as follows:

For Under Deliveries:

Percentage of City Gate Use	Charge Per Therm
0 to 5%	Gas Daily DTI North Point* plus fuel plus CNG FT variable and fixed charges
>5% to 10%	105% (Gas Daily DTI North Point* plus fuel) plus CNG FT variable and fixed charges
>10% to 15%	110% (Gas Daily DTI North Point* plus fuel) plus CNG FT variable and fixed charges
>15% to 20%	130% (Gas Daily DTI North Point* plus fuel) plus CNG FT variable and fixed charges
>20% to 50%	140% (Gas Daily DTI North Point* plus fuel) plus CNG FT variable and fixed charges
>50%	150% (Gas Daily DTI North Point* plus fuel) plus CNG FT variable and fixed charges

* - When the Gas Daily DTI North Point/Mid Point is not posted, the Gas Daily DTI South Point/Mid Point will be used

For Over Deliveries:

Percentage of City Gate Use	Payment Per Therm
0 to 5%	Gas Daily DTI North Point*
>5% to 10%	95% Gas Daily DTI North Point*
>10% to 15%	90% Gas Daily DTI North Point*
>15% to 20%	70% Gas Daily DTI North Point*
>20% to 50%	60% Gas Daily DTI North Point*
>50%	50% Gas Daily DTI North Point*

* - When the Gas Daily DTI North Point/Mid Point is not posted, the Gas Daily DTI South Point/Mid Point will be used

Additional Charges: If any Marketer is out of balance by more than fifty percent twice in any given month, an additional \$5/Dt penalty will be assessed for the Cashout Volume, if any, on the third occurrence and each occurrence thereafter in that month. For the first occurrence, the Company will issue a "Notice" via website message board. For the second occurrence, the Company will issue a "Warning" via website message board.

Monthly Cashout: The difference between the Cashout Volume and the Marketer Imbalance is the Remaining Imbalance for that day. Each pool's Remaining Imbalance becomes a rolling imbalance for trading and cashout at month's end.

The Remaining Imbalance for trading purposes will have a slight adjustment at the end of the month. Total usage will vary slightly because National Grid bills each customer at the monthly average of the daily BTU factors, and each daily usage volume is calculated at the daily BTU factor. National Grid will use the Total Billed Volume to calculate the Remaining Imbalance as follows:

(Marketer Nomination-Sum of customers' billed city gate usage) – Cashout Volume = Remaining Imbalance

Monthly Imbalance Trading: Marketers may avoid monthly cashout charges by arranging with each other to trade offsetting monthly imbalances with other Marketers on the National Grid system. All imbalance trading is subject to final approval by the Company. National Grid will endeavor to make imbalance information available to Marketers by 5:00 p.m. on the fourth business day of each month. An imbalance trade may be effectuated by written/electronic notice by all affected parties to National Grid, delivered prior to 5:00 p.m. on the seventh business day following the close of the month. The notice must include the names and authorized signatures of the trading parties and must specifically state which party is to be assessed cashout charges for any remaining net imbalance.

A Marketer may only trade its imbalance to a net result equaling zero, i.e., a Marketer cannot change its position from a positive imbalance to a negative imbalance as a result of imbalance trading.

i. Reconciliation/True-ups

Monthly Cashout: At the end of each month, an All Pools comparison of actual usage to deliveries will be calculated. The chart below indicates the applicable cashout rates for individual Marketers, depending on whether the All Pools imbalance is less or greater than a 2% tolerance. Each Marketer's Remaining Imbalance will be cashed out at the applicable rates as stated below. When the Marketer's Remaining Imbalance is an under delivery, the Marketer will be subject to an additional charge for all dekatherms of Remaining Imbalance at the effective DTI GSS withdrawal rate. When the Marketer's Remaining Imbalance is an over delivery, the Marketer will be subject to an additional charge for all Dts of Remaining Imbalance at the effective DTI GSS injection rate.

For Under Deliveries:

Monthly Imbalance Level	All Pools <2% Imbalance	All Pools >2% Imbalance
0 to 2%	Gas Daily DTI North Point* Mid Point Average Plus DTI GSS withdrawal rate	Gas Daily DTI North Point* Mid Point Average Plus DTI GSS withdrawal rate
>2%	Gas Daily DTI North Point* Mid Point Average Plus DTI GSS withdrawal rate	120% of Gas Daily DTI North Point* Mid Point Average Plus DTI GSS withdrawal rate

* - When the Gas Daily DTI North Point/Mid Point is not posted, the Gas Daily DTI South Point/Mid Point will be used

For Over Deliveries:

Monthly Imbalance Level	All Pools <2% Imbalance	All Pools >2% Imbalance
0 to 2%	Gas Daily DTI North Point* Mid Point Average Less DTI GSS injection rate	Gas Daily DTI North Point* Mid Point Average Less DTI GSS injection rate
>2%	Gas Daily DTI North Point* Mid Point Average Less DTI GSS injection rate	80% of Gas Daily DTI North Point* Mid Point Average Less DTI GSS injection rate

* - When the Gas Daily DTI North Point/Mid Point is not posted, the Gas Daily DTI South Point/Mid Point will be used

j. Standby Services

Service Classification No. 8 (PSC No. 219 Gas Tariff leaves 153-157) customers elect a Daily Contract Demand (D-1 Election) and may contract with the Company for Standby Sales Service up to their elected D-1 Election. The D-1 Election may be any quantity, including zero, except that requests for an increased D-1 Election are subject to Company approval.. The term of the Customer's D-1 Election will be one year and renewable on a year-to-year basis. The customer or its authorized agent (Customer's Marketer) must place a pipeline nomination with the Company, not to exceed its D-1 Election, in order to purchase Standby Sales Service. Nominations are due by 8:00 a.m. on the business day before the day the gas will be consumed. For example, for a Gas Day commencing at 10:00 a.m. on Thursday, nominations are due by 8:00 a.m. on Wednesday, the prior day.

Customers taking Standby Sales Service will pay a Daily Contract Demand Charge equal to the effective Daily Contract Demand Rate per Therm times the Customer's Daily Elected Contract Demand in Therms.

For each day in the calendar month, the actual Daily Weighted Average Cost of Gas will be multiplied by the customer's Daily Nominated Standby Quantity to produce that day's cost. Each day's cost will be summed for the month and billed to the customer's Marketer. Customers' Marketers will be billed the Commodity Cost of Gas equal to the Current Commodity Cost of Gas Rate multiplied by the monthly nominated Standby Quantity.

The D1 Election also represents the customer's Core Load; therefore, the difference between the customer's Maximum Peak Day Quantity and D1 Election, if any, would be considered non-core load.

k. Storage/Peaking Service

Not applicable to Daily Balancing Service.

l. Meter Reading

All customers who choose Daily Balancing Service are required to have an Approved Remote Meter (ARM) installed at their expense by National Grid. National Grid will provide consumption data received from the ARM to Marketers and Direct Customers via the website. ARMs will read meters at 10:00 a.m., 1:00 p.m., and 4:00 p.m. (customers' phone lines **must** be available from 10 a.m. to 11:00 a.m., from 1:00 p.m. to 2:00 p.m. and from 4:00 p.m. to 5:00 p.m.). This information will be posted to the website, and nominations may be adjusted accordingly.

m. Summary of Applicable fees, charges and penalties

Each customer participating in Daily Balancing Service will receive a transportation bill from National Grid that will include the following:

- Metered usage times the transportation rate
- SC8 D1 Demand Charge, if applicable
- Applicable surcharges and taxes

Each Marketer participating in Daily Balancing Service will receive an invoice from National Grid that will include the following:

- Daily Cashout charges, if applicable
- Monthly Cashout charges, if applicable after imbalance trading
- Penalty charge of \$5/Dt applied to the Marketer's Daily Cashout Volume, if Marketer is out of balance by >50% on any given day
- Commodity Cost of Gas, if applicable
- Balancing Services Cost Recovery, if applicable
- Balancing Charge
- Operational Flow Order penalty charges, if any
- Applicable surcharges, taxes, and fees

6. Requirements of Pool Operations

a. ***Provide a list of Marketer Contact Personnel***

Each Marketer / Direct Customer shall provide an up-to-date name, address, e-mail address, fax and telephone number of its personnel responsible for gas deliveries (Primary and Secondary Nominator) and for responding to System Alerts and OFOs (Interruption Contact 1 & 2). In addition, as a matter of general communications, Marketers should also provide additional contacts such as:

- ✓ Enrollment Contact
- ✓ EDI Contact
- ✓ Retail sales contacts
- ✓ Billing contact
- ✓ Regulatory contact
- ✓ Credit contact
- ✓ Contract Contact
- ✓ Imbalance Trading
- ✓ Storage Inventory Transfer

National Grid's secure website allows each Marketer and Direct Customer to update contact personnel. It is the Marketer's and Direct Customer's responsibility to update the information on the Company's secure website. Please contact Meghan Brolly or Jennifer Coulon to establish access.

- 1) Contacts can be added and edited on line by going to National Grid's Electronic Bulletin Board at <http://ebb.nationalgridus.com/ebb>:
- 2) Click on "***Transportation Services Applications***" under the Natural Gas Program
- 3) Under the "***Contact Information***" you will be able to add and edit contact information.

National Grid will conduct, at least twice a year, a test of communication procedures to verify e-mail and telephone contact numbers.

7. Communications Protocols

a. ***Need for Open Lines of Communications Between Marketers and LDCs***

Communication Protocol

Each LDC shall develop, with input from market participants, a communication protocol. The objective of this protocol is to enhance communications among LDCs, Pipelines, Marketers, and Direct Customers bringing gas to the LDC's city gate. Well-developed communications will reduce errors and will provide all entities with the information necessary to properly fulfill their responsibilities. Underlying the protocol is the recognition that as increasing numbers of

customers opt for transportation service, the traditional bilateral communication between LDCs and customers increasingly becomes a communication loop including LDCs, Pipelines, Marketers, and Direct Customers.

Communication should be two way, with numerous ways of communicating and in a manner that is clear and understandable. Each party must accept the responsibility for clarifying and understanding the messages being exchanged.

Communication should be consistent within an organization and to the extent practical consistent over time.

Communication among the LDC, Marketers, and Direct Customers can occur on a regular basis (daily, monthly, seasonally), and on an as-needed basis (clarifications, alerts, operational flow orders, etc.). Different ways of communicating (telephone, fax, internet website, e-mail, mail, and face-to-face meetings) can be utilized depending upon the circumstances and the message, which must be conveyed. The method and number of communications utilized should be responsive to the evolving needs of all market participants as the industry changes.

The Role of the LDC

All Market participants must understand that the LDC has the obligation to maintain the reliable operation of the gas distribution system.

During periods of normal operation, the LDC will work with Marketers and Direct Customers to provide efficient service to customers and to coordinate the flow of information on a multitude of issues including the nomination and confirmation process among Pipelines, Marketers, Direct Customers, and the LDC. This communication process is essential in assuring the uninterrupted flow of gas.

During critical periods, the role of the LDC becomes more demanding and includes the decision as to whether to issue System Alerts (SAs), or Operational Flow Orders (OFOs) to protect the integrity and the reliability of the gas system. In more extreme cases, the LDC may have to institute curtailment procedures to protect service to Core Customers.

All parties shall at all times be treated evenhandedly. No long or short-term benefit shall be conferred to a party that is not available on an equal basis to others that are similarly situated. As the restructured natural gas industry evolves, LDCs will continue to be responsive to the needs of market participants. As the market evolves and the proportion of customers that arrange their gas supplies increases, either on their own or by relying on Marketers, LDC procedures need to be responsive. Reliable delivery of gas will also require communication from Marketers, Direct Customers, and Pipelines.

To insure the reliable delivery of gas to all customers in a seamless manner, the LDC should communicate with all market participants so that parties can exchange information.

Please contact Supplier Services for all Marketer related issues at <http://esco.custhelp.com/>. Individual customers should contact the Customer Assistance Center at 1-800-642-4272.

Gas Control verifies daily system requirements and confirms all gas deliveries for the Company. Gas Control manages OFOs and Curtailments. The 24/7 phone number for Gas Control is 516-545-4696.

b. National Grid's Websites

To assure the delivery of gas to the LDC's city gate each day, operational information needs to be communicated. Marketers and Direct Customers must have computer internet access and the LDC, Marketers, and Direct Customers should exchange, via the LDC's websites, the information needed to properly schedule gas deliveries.

This includes where applicable:

- Forecasted Daily Contract Quantities (DCQs)
- Actual DCQs
- Daily imbalances and daily cashouts
- Monthly imbalances for trading and month-end cashouts
- Maximum Peak Day Quantities
- Customer consumption
- System Alerts
- Operational Flow Orders

All of the bulleted information is located on National Grid's **Transportation Services Application** (TSA). **National Grid's Electronic Bulletin Board** (EBB) also provides information regarding OFO's, System Alerts, and will provide email and text messages regarding nominations.

National Grid's TSA is located in a link under Upstate New York on National Grid's EBB. Marketers who become approved Gas Suppliers will be provided with a EBB User ID and Password and both a EBB and TSA operations manual which will explain how to use and navigate the systems.

Assistance will be provided by National Grid upon request.

National Grid's Electronic Bulletin Board (E.B.B) will provide access to National Grid's Transportation Application Services (TSA) through a single sign on process.

All Dominion pipeline nominations will be entered into Escript which will feed directly into National Grid's TSA near real time. TSA will update the EBB five times during the day. *(If you are looking for the most current nominations for Dominion pipeline you would look on TSA.)*

TSA transfers data to EBB at 8am, 12pm, 1:30pm, 9:05pm, and 10pm.

Any non Dominion pipeline nominations will need to be entered into National Grid's EBB. The EBB will transfer that information over to TSA five times a day. *(If you are*

looking for the most current nominations on Empire, Tennessee Gas Pipeline, or Iroquois Pipeline then you would look on the EBB.)

EBB transfers data to TSA at 8:05 AM, 11:30 AM, 1:35 PM, 4:30 PM, and 8:05 PM.

c. *Semi-annual “Reliability Forums”*

A reliability forum will be established as a vehicle for on-going communications among ESCOs, pipelines and others. The reliability forum will meet at least twice a year (pre-post winter) and address expected market requirements and supplies to meet those requirements. ESCO notification will be conducted via e-mail and facsimile.

d. *EDI or Other Means of Transferring Information*

Please refer to Section 2, Paragraph B (2) - Appendix B, Uniform Business Practices Case 98-M-1343

National Grid currently uses EDI, the website, e-mail, fax, telephone, and meetings to transfer information to others.

For more information regarding EDI, contact <http://esco.custhelp.com/>..

e. *Other regular meetings/teleconferences*

Regular Meetings

In order to improve lines of communication, National Grid will set up operational conference calls on a regular basis that would be open to participation by all ESCOs and Direct Customers operating within its system. The frequency of the conference calls is expected to increase during the winter heating season.

There will also be regular meetings among National Grid, ESCOs and Direct Customers prior to the heating season and after the heating season. These meetings will address issues of concern to all. It is anticipated that the party hosting the meeting will seek input from other parties in formulating an agenda.

National Grid's normal business hours are Monday through Friday from 8:00 am to 5:00 pm. All calls relating to operational issues (nominations and deliveries) during hours other than normal business hours should be directed to the Gas System Control telephone numbers listed in this section.

For questions relating to New York State's Uniform Business Practices, including customer usage and billing information, see section 11 of this document.

Conference Calls

As Marketers bring a greater proportion of gas and capacity to the Company's system, regular communication among personnel will increase since each will need to rely on the other to effectively and reliably serve retail gas customers.

In order to foster improved lines of communication, it is recommended that each LDC set up an operational conference call on a regular basis that would be open to participation by all Marketers and Direct Customers operating on its system. The LDC would determine the frequency of the calls and it is expected that the frequency of calls would increase during the winter heating season. The cost of such calls shall be shared by the participants.

8. Operational Flow Orders (OFO)

a. Critical Periods

A Critical Period is a period of disruption to the physical integrity of the system or a force majeure event. A Critical Day exists when the Company declares an OFO. .

b. System Alerts

System Alerts (SAs) are announcements of actual or pending events that, if unchecked, may result in an OFO being issued. The SA advises Marketers/Direct Customers what actions are requested and what actions may be mandated if the voluntary response is not adequate. SAs may be directed to specific Marketers/Direct Customers, subject to the Company's obligation not to unduly discriminate, or to all Marketers/Direct Customers operating on the system. Marketers/Direct Customers are expected to respond to SAs as soon as practical, giving notice to the Company of their intended actions.

The Company is not obligated to issue a SA before an OFO, but will endeavor to do so..

SAs will be posted on National Grid's TSA and EBB Websites, as well as e-mailed to all Marketers and Direct Customers affected by the SA.

Copies of such notifications will be sent to the New York State Director of the Office of Gas and Water of the Department of Public Service

c. Operational Flow Orders

A Critical Day occurs when the Company issues an OFO. An OFO is issued at the sole discretion of the Company to alleviate conditions which threaten the operational integrity of the Company's system or to prevent an interruption or curtailment. Economic considerations will not be a basis for declaring an OFO.

Except where a more immediate response is needed, there should be at least 24 hours notice of an OFO. When an OFO is preceded by a SA, the 24 hour notice begins with the issuance of the SA. To the extent practical, there should be a minimum of 8 hours notice when a SA is changed to an OFO.

During any period in which the Company's believes its ability to accommodate imbalances can be restricted or impaired, National Grid may impose a Forced Balancing Operational Flow Order (OFO).

It is impossible to detail all the conditions under which the Company may find it necessary to initiate an OFO. However, some of those conditions include:

1. Extreme weather conditions
2. Reduced gas availability
3. Market conditions
4. Maintenance on pipelines and system infrastructure.

d. Guidelines for Instituting OFO's

The following guidelines apply to OFOs and OFO notifications:

1. OFOs will be posted on National Grid's websites, as well as e-mailed to all Marketers/Direct Customers affected by the OFO.
2. The OFO notice will provide as much advance notice as possible and provide the following information. The reason for the OFO, the date and time of issuance, date and time the OFO takes effect, and the estimated duration of the OFO notice.
3. The OFO notice should communicate clearly to designated Marketer/Direct Customer personnel the actions required, as well as the reason for the required actions, and provide periodic updates to enable parties to continue their planning functions.
4. Actions required by the OFO should be limited both in duration and scope to meet the required objective.
5. The required actions should be as localized as possible.
6. The OFO should not be used to simultaneously restrict over deliveries and under deliveries
7. An OFO may be directed to specific marketers or Direct Customers, subject to the Company's obligation not to unduly discriminate in its application of OFO's.
8. The Company shall respond to reasonable requests for information by parties within a reasonable time after the OFO event.
9. Economic considerations shall not be a basis for declaring an OFO.
10. The Company shall notify the New York State Director of the Office of Gas and Water of the Department of Public Service as well as any concerned and relevant parties when an OFO is declared and when the situation returns to normal.

11. Nominations will be accepted in accordance with the NAESB nomination schedule.

Failure of the Company to adhere to one or more of the above guidelines is not a basis for Marketers or Direct Customers not to comply with requirements of the OFO.

e. *Responsibilities of Marketers/Direct Customers During an OFO or SA*

Some of the actions required by an OFO may include:

- Requiring Marketers to deliver gas to a specific point.
- Requiring Marketers to balance daily or to deliver a specified quantity of gas.
- Change daily nominations for customer groups being served with a flat monthly nomination.

Upon notice that an OFO will be issued and for the duration of the OFO, the Company will provide authorized personnel on a 24 hour a day, 7 days a week basis to handle the submission and processing of evening cycle and intraday nominations to facilitate the Marketers/Direct Customers responses to the OFO.

If during an OFO period the Company is aware of Marketers/Direct Customers that are not responding to the required actions, it should make all reasonable efforts to inform the non-responding Marketers/Direct Customers that required actions are not being taken. Lack of such notice shall not relieve any Marketer/Direct Customer of its obligations. Customers who fail to comply with the OFO shall be subject to service termination and the applicable penalty provisions as identified by the Company's tariff.

The Marketer, if necessary, should communicate with its customers to secure compliance with the conditions of a Company directed OFO. If the Marketer is aware of noncompliance of one or more of its customers, it shall notify the Company of the name(s), address and account number(s) of the end user(s). During an OFO the application of penalties should be constructed so as not to penalize Marketers/Direct Customers whose imbalances work to benefit the integrity of the gas system.

At the next meeting of the Company, Marketers, and Direct Customers, there should be a review of any OFOs that may have been declared by the Company. However, any party that has a grievance concerning the necessity for, or individual treatment during, an OFO, may address those concerns immediately with the LDC.

9. Curtailment

A Curtailment is the reduction of gas deliveries caused by a shortage of supply or

pipeline capacity. A Curtailment situation is a more catastrophic event than a System Alert (“SA”) or an Operational Flow Order (“OFO”). In a Curtailment situation, the Company physically curtails gas flow to similar types of end use Customers. Curtailment may be required to protect the needs of core Customers and/or to protect the operational reliability of the system.

a. *Marketer Curtailment Plans*

In accordance with the NY Public Service Commission’s Proceeding on Long Term Curtailment Plans in Case No. 93-G-0932, National Grid will request that each Marketer enter their curtailment plan on the Company’s secure website for each upcoming winter season. The request will be sent to each Marketer participating in Daily Balancing Service on October 1st and the plans will be due by November 1st. Marketers are asked to update curtailment plans as required.

The Commission’s Order states, “We do not believe the Commission or the LDC should be making decisions with respect to redirection of gas among suppliers or to establish curtailment priorities for gas the LDC does not own. . . . The supplier of the gas must advise the LDC, as the distributor of the gas, what actions to take with respect to curtailment. . . . Each non-utility supplier must provide to the utility a plan for curtailment for its customers.”

b. *Protocols*

The protocol for a curtailment is:

Supply Issue – All customers are cut across the board.

Pressure – Look at temperature and area and, using the appropriate list, cut those customers in the geographic area where the pressure concern occurs.

In a Curtailment situation, the company will interrupt/curtail service in accordance with the following schedule:

1. Interruptible Customers, Non-firm Electric Generation Customers
 - Interruptible Customers - Customers who agree to take service on an interruptible basis on 4-hour or 1-hour notice in the case of system emergency.
 - Non-firm Electric Generation Customers - Customers who use gas for the generation of electricity and/or steam.
2. Firm Commercial, Industrial and Baseload Distributed Generation Customers

- Firm Commercial - Customers, excluding critical-care facilities, who use gas for general purposes (except for processing), such as water-heating and space heating.
- Industrial Customers - Customers who use gas for industrial processing.
- Baseload Distributed Generation Customers – Customers using gas for the operation of either co-generation or distributed generation equipment used for mechanical, electrical or thermal applications employing reciprocating engines, gas turbines and/or emerging gas technologies.
- Firm Residential and Other Human Needs Services
 - Firm Residential - Customers who use gas for residential (cooking, water heating, space-heating, general) and religious purposes.
 - Human Needs Services - Customers who use gas for prisons, hospitals, nursing homes, other critical-care facilities, apartments, condominiums, cooperative residences, or supportive/supervised living facilities (community residences).

c. Notice of Service Curtailment and Interruptions

To the extent operating conditions allow, the company will provide 24 hours advance notice of service curtailment or interruption to Marketers and Direct Customers. When possible, efforts will be made to provide 4-hour advance notice of a service curtailment or interruption. In the event that 24-hour notice of a service curtailment/interruption is not possible, the Company will supplement the email notification via telephone.

d. Responsibilities of Marketers and Direct Customers During Curtailment

During a Curtailment situation, Marketers and Direct Customers will take immediate action as directed by the Company. If such actions are insufficient, the Company will physically curtail gas service to Customers pursuant to the listed priorities in subsection A, above.

The Marketer or Direct Customer may not be required to deliver gas on days that their deliveries are to be interrupted for the full day or the days they will be burning an alternate fuel for the entire day.

On August 23, 2007, the State of New York Public Service Commission issued an Order in Case 06-G-0059 establishing guidelines for curtailments. Pursuant to such guidelines, the needs of core Customers, sales or firm transportation, will

be met first in the event of interruption or force-majeure curtailment. When necessary to meet high-priority customer demand, the Company will acquire gas intended for lower priority customers at the City Gate. Marketer's/Direct Customers whose gas is diverted by the Company will be required to continue making nominations of gas throughout the curtailment period up to their maximum delivery obligation as directed, unless qualified upstream force majeure interruptions or curtailments prevent the Marketer's/Direct Customers from securing or delivering such supplies.

Failure to take the necessary actions as indicated by the National Grid website or email notification to provide a valid telephone number for notification purposes will subject the Marketer or Direct Customer to the applicable penalty provisions as provided for by the pertinent service classifications and tariffs.

e. Compensation to Non-Core Customers for Diversion

The Marketer/Direct Customer will be the party compensated for the diverted gas. To the extent individual direct customers are affected by directing the payment to the Marketer, they would enter into contractual arrangements with the Marker that clearly spell out the resolution of compensation issues between the Marketer related to occasions when gas supplies are diverted.

Replacement Cost of Fuel: The replacement cost of diverted fuel will be calculated as set forth in Rule 3.6.1 of National Grid's Gas Tariff, PSC No. 219.

If it can be demonstrated by the Marketer/Direct Customer with adequate support that a contract calls for a higher price, the Company will reimburse the Marketer/Direct Customer at the higher contract price.

f. Unauthorized Use of Gas

An Interruptible Customer who has been given proper notice and who fails to cease its use of natural gas in accordance with the Company's instruction during a curtailment situation will be subject to a penalty charge equal to the incremental cost of gas, plus an additional charge equal to the greater of \$25 per Dth or 125% of the highest per Dth cost of gas purchased in the Company's gas supply portfolio during the calendar month of unauthorized usage. The incremental cost of gas is defined as the highest price gas the Company purchases as a direct result of that Marketer's / Direct customers' failure to curtail service. All charges are subject to all utility taxes and surcharges. The following exceptions apply to the Unauthorized Use of Gas provisions set forth above:

1. Pilot Fuel (Not Separately Metered) - Up to 10 therms per day of gas usage for pilot/ignition purposes will be except for the Unauthorized Use of Gas penalty during a Curtailment.

2. Equipment Failure - If a Customer is unable to switch to its alternate energy source due to an equipment failure, and the Customer notifies Gas Control at (315) 460-2405 prior to or within 4-hours of the posting the Curtailment notice, the penalty charges for the first 4 hours of the Curtailment period will be waived, provided the Customer has taken the necessary steps to repair the equipment within 24 hours. In any case, following the first 24 hours of the Curtailment period, the Customer shall be billed the full Unauthorized Use of Gas penalty charge.

10. National Grid Customer Interruption Requirements

a. Alternative Fuel Source Requirements

Customers receiving gas service from National Grid under S.C. Nos. 4, 6, 9, or 14, and have an alternative fuel source of Fuel Oil No. 2, diesel, or kerosene will be required to meet the criteria specified under Rule 3 of Tariff.

Customers receiving gas service from National Grid under S.C. Nos. 4, 6, 9, or 14, and provide gas service to Human Needs customers (as defined in PSC Tariff No. 219) will be required to meet the criteria specified under Rule 3 of Tariff.

Customers receiving gas service from National Grid under S.C. Nos. 4, 6, 9, or 14 will be required to complete and return to the Company within 14 days National Grid's Alternative Fuel Source Verification form (see Appendices for Alternate Fuel Source Verification form). The customer shall indicate their alternative fuel source, whether they serve Human Needs customers, and provide their facility's total combined estimated load (natural gas and other alternative fuels) in therms. Failure to return the National Grid Alternative Fuel Source Verification Form shall result in the Company classifying the customer as utilizing Fuel Oil #2 as the primary alternative fuel source and being eligible for Rule 3 of the Tariff. The Customer, if requested by National Grid, shall be prepared to provide documentation acceptable to the Company validating their selection of alternative fuel source.

b. Verification of Adequate Alternative Fuel Sources

Customers determined to be eligible for Rule 3 of the Tariff will be required to complete National Grid Alternative Fuel Source Requirements Form and return to the Company within 14 days, but no later than October 15th of the current winter heating season.

The Customer's completion of National Grid's Alternative Fuel Source Requirements Form will indicate that the Customer has:

- prior to November 1 of the current winter season, filled their available on-site alternative fuel source storage to the National Grid determined alternative fuel source requirement value and/or entered into a relationship with an alternative fuel source supplier to supply the difference between the Customer's on-site alternative fuel source storage capacity and the National Grid determined alternative fuel source requirement value. This relationship entered into between the Customer and Alternative Fuel Source Supplier shall not rely upon spot market purchases to satisfy the Customer's alternative fuel source requirements value,
- Elected to curtail their facility's operation during a requested interruption. A curtailment shall mean zero gas consumption recorded on the Customer's meter for the applicable interruptible load and the Customer agrees to not switch to the facility's primary alternative fuel source during the interruption, or
- Elected to fill their On-Site Alternative Fuel Source Storage Capacity and curtail their facility's operations during an interruption. A curtailment shall mean zero gas consumption recorded on the Customer's meter for the applicable interruptible load and the Customer agrees to only utilize the available on-site alternative fuel source in operating their facility during the duration of their interruption. The Customer must assume that the duration of interruption would be for the maximum allowed number of days (10 days for SC-4 and SC-6 customers, and 5 days for SC-9 & SC-14 customers), and agree that they would not go out to the spot market for replenishment of the alternative fuel source during the interruption.

The Customer, if requested by National Grid, should be prepared to provide documentation to substantiate the On-Site Alternative Fuel Source Storage Capacity, the filling of the On-Site Storage Capacity prior to November 1st of each year, and the potential relationship with an Alternative Fuel Source Provider as specified in Rule 3 of the Tariff. Examples of documentation that might substantiate that the above requirements have been satisfied are included below. National Grid Mohawk will also accept other forms of Customer specific documentation that will also substantiate that the above requirements have been satisfied.

Examples of Customer Specific Documentation:

- Trade documentation regarding the capacity of the On-Site Alternative Fuel Source Storage facility;

- Invoice(s) documenting that the On-Site Alternative Fuel Source Storage Capacity has been filled prior to November 1 of the current winter heating season either to,
 - a) capacity if the on-site storage capacity is less than the Required Number of Gallons of Alternative Fuel Source indicated on the National Grid Alternative Fuel Source Requirements Form sent to the customer, or
 - b) The Required Number of Gallons of Alternative Fuel Source indicated on the National Grid Alternative Fuel Source Requirements Form sent to the customer.
- A letter from the Customer's Alternative Fuel Source Provider indicating that arrangements have been made between the Customer and Alternative Fuel Source Provider, prior to November 1 of the current winter season, to supply the difference between the On-Site Alternative Fuel Source Storage Capacity and the Required Number of Gallons of Alternative Fuel Source indicated on the National Grid Alternative Fuel Source Requirements form sent to the customer. The Customer should be able to provide, if requested by the Company, documentation that established this relationship.
- An Affidavit from an Officer of the Customer stating that they have satisfied the requirements specified on the National Grid Alternative Fuel Source Requirements form. These key points identified on the Affidavit would include:
 - 1) the on-site storage capacity,
 - 2) the filling of the storage capacity prior to November 1 of the current winter heating season, and
 - 3) Entering into a relationship with an alternative fuel source supplier for any differences between the On-site Storage capacity and the National Grid Required Alternative Fuel Source Requirements. The difference cannot be purchased at spot market.

c. *National Grid On-Site Inspection of Interruptible Customers with Alternative Fuel Sources*

- **Mandatory Inspections**
National Grid will conduct on-site inspections of Customers with interruptible service who:
 - 1) meet the eligibility requirements specified in Rule 3 of the Tariff, and

- 2) Did not come into compliance with the Alternative Fuel Source Requirements specified in Rule 3 of the Tariff during the previous winter season from the point in time when National Grid identified that the Customer did not reduce their facility's gas usage to zero.
- Random Inspections
National Grid will inspect all customers eligible for a random on-site inspection whom meet the eligibility requirements specified in Rule 3 of the Tariff. National Grid's current policy is that all customers eligible for a random on-site inspection will be inspected annually. The Company reserves the right to change the criteria regarding the number of random on-site inspections conducted annually. Variables that may influence a change in policy regarding random on-site inspection criteria include National Grid resource availability and the population of eligible customers for random on-site inspections. Said changes on policy regarding random on-site inspections will be published within this document.

The customers eligible for a random on-site inspection will include:

- 1) Customers who indicated on the Alternative Fuel Source Requirements form that they have sufficient capacity and/or have entered into a relationship to supply the difference between on-site capacity and the National Grid determined storage requirement prior to November 1 of the current winter heating season, and
 - 2) Customers who indicated on the Alternative Fuel Source Requirements form that they have elected, prior to November 1 of the current winter heating season, to fill their on-site alternative fuel source storage capacity and curtail their facility's operations during an interruption. A curtailment shall mean zero gas consumption recorded on the Customer's meter for the applicable interruptible load and the Customer agrees to only utilize the available on-site alternative fuel source in operating their facility during the duration of their interruption, and agrees that they would not go out to the spot market for replenishment of the alternative fuel source during the interruption.
- Inspection Procedures
National Grid will not commence the inspection of Customer facilities eligible for either a mandatory or random inspection prior to November 15th of the current winter heating season. A customer chosen for random on-site inspection will be notified prior to the Company conducting the random on-site inspection.

A customer chosen for a mandatory or random inspection shall be requested to provide the Energy Consultant with copies of written documentation that confirms that the Customer has satisfied the criteria outlined in Rule 3 of the Tariff; i.e.,

- 1) the capacity of the on-site alternative fuel source storage,
- 2) Confirmation that on-site alternative fuel source storage capacity was filled and/or that a relationship exists with an alternative fuel source supplier to provide the difference between the filled storage capacity and the alternative fuel source value provided by the customer at the beginning of the current winter heating season.

Section 10.b above provides examples of documentation that may satisfy these requirements.

d. National Grid On-Site Inspection of Eligible Interruptible Customers who Did Not Reduce to Zero the Interruptible Portion of Their Gas Service When Requested to Interrupt During the Winter Season or Who Did Not Return to National Grid the Alternative Fuel Source Requirements Form

Should an eligible interruptible customer, as defined in Rule 3 of the Tariff, (a) not reduce to zero the interruptible portion of their gas service when requested during the winter season, or (b) not return to National Grid the Alternative Fuel Source Requirements Form:

- 1) National Grid shall notify the Customer that they have not returned the Alternative Fuel Source Requirements Form and they will be subject to the penalties associated with the failure to maintain alternative fuel sources, as well as any other applicable penalties, or
- 2) National Grid shall notify the customer that they have not reduced to zero the interruptible portion of their gas service and they may be subject to the penalties associated with the failure to maintain alternative fuel sources depending upon their ability to provide proof that they have met the alternative fuel source requirements as specified in Rule 3 of the Tariff, as well as any other applicable penalties, or
- 3) National Grid shall inform the Customer that the applicable alternative fuel source penalties will continue to be assessed to the Customer through the winter season until the Customer comes into compliance with the alternative fuel source requirements.

A Customer's compliance with the alternative fuel source requirement shall consist of the Customer providing the Company with copies of written documentation that confirms that storage was filled and/or that a relationship exists with an alternative fuel source supplier to provide the difference between the filled storage capacity and the alternative fuel source value provided by the customer at the beginning of the winter season.

e. *National Grid Determination of Alternative Fuel Source Requirements*

Customers enrolled in Service Classification Nos. 9 or 14, where applicable, shall be required to have 5 days of alternative fuel source based on their MPDQ.

Customers enrolled in Service Classification No. 4 or 6 shall be required to have 10 days of alternative fuel source. The alternative fuel source requirement shall be computed by determining the Customer's average monthly gas usage in terms for the winter period November through March based on the prior three (3) winter seasons. If three years of data is not available, a shorter period of time may be used. This average monthly consumption will then be divided by 30 and then multiplied by 10 days. The resulting therms will then be converted to gallons by dividing by the appropriate conversion factor. If no Customer history exists, the estimated winter seasons' gas usage in therms provided by the customer will be utilized.

The Customer would have the opportunity to contest the alternative fuel source calculation by providing documentation to National Grid within 10 days of receipt of letter as to why they believe the alternative fuel source requirement should be less. National Grid will have 5 days to respond to the Customer, and National Grid shall have the sole authority to accept or reject the Customer's request for an alternative fuel source value.

f. *Customer's Replenishment of Alternative Fuel Source Requirements*

A Customer would:

- 1) not be required to replenish their alternative fuel source requirement value as determined by National Grid, and
- 2) not be subject to the penalties defined in Rule 3 of the Tariff,

Once the Customer has initially depleted their National Grid assigned amount of Alternative Fuel Source Requirements resulting from National Grid ordered interruptions of gas service.

A Customer would be subject to the provisions of Rule 3 of the Tariff, including the penalties, if a Customer depletes, on a voluntary basis, their Alternative Fuel Source Requirements and does not replenish their alternative fuel source to the National Grid determined Alternative Fuel Source Requirements value.

11. Appendices

a. Agreements/Forms

1 SupplierSelect Form 1

Application for Authorization to Act as a Marketer

Applicant hereby request authorization from National Grid (the Company) to offer aggregation services under Service Classification No. 11 - Load Aggregation, as set forth in the Company's gas tariff, P.S.C. No. 219, GAS.

Applicant Name _____

Mailing Address _____

Billing Address _____

Contact Person _____

Telephone _____ Fax _____ E-mail Address _____

Dun & Bradstreet No _____

Applicant elects the following options: **(Please Check All Applicable)**

☐ Daily Balancing Service

☐ Monthly Balancing Service

☐ Residential Service

☐ Non-Residential Service

☐ National Grid will issue the bill on behalf of the Applicant (One-Bill Option)

☐ The Applicant will issue a separate bill for gas supply service only. National Grid will issue the bill for transmission and delivery service. (Two-Bill Option)

I, _____, _____, am authorized to state that
(Name) (Title)

Applicant has read, understands and agrees to abide by all provisions of Service Classification No. 11 applicable to the services to be provided.

Applicant represents and warrants that he/she is in, and will continue to be in, full compliance with the following requirements applicable to residential customers:

1. Contracts between the marketers and customers must contain specific language advising customers of protections that have been waived in the transaction. Each marketer must file with Staff from the Consumer Services Division of the Public Service Commission a copy of its standard contract.
2. A system to handle customer complaints is operational and that the P.S.C. help and hotline numbers are provided to customers.
3. The bills rendered will be clear and in plain language and Staff from the Public Service Commission's Consumer Services Division shall receive a sample copy.

4. Procedures are in place to insure customers receive adequate prior notice of termination of gas supply services. The procedures must provide that notifications be sent at least 15 days before discontinuation of supply service to allow customers the opportunity to pay the overdue bill or request service from another provider.

Applicant represents and warrants that he/she is in, and will continue to be in, full compliance with the following requirements applicable to non-residential customers:

1. Contracts between the marketers and customers must contain specific language advising customers of protections that have been waived in the transaction. Each marketer will file with Staff from the Consumer Services Division of the Public Services Commission a copy of its standard contract.
2. A reasonable dispute resolution process is established. Until such time as a process is developed and put into effect, and for a period of no longer than six months, consumers will be allowed to approach the Consumer Services Division of the Public Service Commission for resolution of disputes.

.....
Date Signature

Applicable to Monthly Balancing Service Only:

This Agreement is in furtherance of participation by _____ (hereinafter designated "Marketer") and National Grid (hereinafter "the Company") to permit Marketer to participate in the Company's **SupplierSelect** Program in conjunction with Dominion Transmission Inc.'s ("DTI") Delivery Point Operator (DPO)/Citygate Swing Customer (CSC) Program ("Program") and Marketer's agreement participating in such Program. By execution of this Agreement, Marketer agrees that they will have executed a Citygate Swing Customer Agreement with DTI prior to enrolling any customers in the Company's Monthly Balancing program. The parties to this Agreement recognize that Marketer's participation in Dominion Transmission Inc.'s Program is essential to the successful participation in National Grid's Monthly Balancing Program.

- Marketer agrees to abide by the terms and conditions set forth in Service Classification No. 11 of the Company's PSC No. 219 Gas Tariff.
- In the event that the Company recalls the capacity and storage, Marketer agrees hereby that the recall is not reputable (i.e., that the Company is recalling such capacity but it is not returning the same release to the Marketer).
- The term of this Agreement shall be one (1) year from the date of execution and shall survive month to month thereafter unless sooner terminated by either party; provided, however, if Marketer's **SupplierSelect** or Monthly Balancing agreements terminates with the Company or DTI, respectively, this agreement shall automatically terminate at the same time.
- Either party may terminate this Agreement upon thirty (30) days written notice to the other for any reason whatsoever.
- Check either 1 or 2:
 - _____ 1. Marketer hereby authorizes DTI to provide the Company information relating to Marketer's Storage Gas Balance(s) under contract(s) covering capacity released by the Company to support Marketer's participation in the CSC program. DTI may provide information via DTI's EBB or via paper fax.
 - _____ 2. **Marketer does not authorize the Company access to its DTI Storage Gas Balance.** If this option is selected, the Marketer further agrees to provide additional credit as described in the Company's PSC No. 219 Gas Tariff, Minimum Storage Requirements.

Marketer may change the selection above by submitting a revised Form 1 to the Company by September 1 of each year.

If these terms and conditions are acceptable to the Marketer, please indicate your agreement to those terms by executing the acceptance below.

Date Signature

cc: Dominion Transmission Inc. (DTI)

Revision 09

2. Pool Operator Agreement for the SupplierSelect Program

National Grid ("the Company") will permit a Marketer/Direct Customer to enter into a business arrangement with another eligible Marketer or other qualified entity that will act as a Pool Operator on behalf of one or more Marketer(s)/Direct Customer(s) serving retail customers in the Company's **SupplierSelect** Program.

By submitting this Form _____ (Marketer/Direct Customer) hereby notifies the Company that it has appointed _____ to act as its Pool Operator in scheduling gas supply deliveries to serve its retail customers in accordance with the Company's Tariff, P.S.C. No. 219.

The Marketer's/Direct Customer's utilization of the Pool Operator, and the Pool Operator's right to act on behalf of the Marketer/Direct Customer, is subject to the following terms and conditions:

- The Pool Operator shall be deemed to be acting on behalf of the Marketer/Direct Customer with respect to gas supply scheduling for the duration of its appointment. The Pool Operator is responsible for the performance of all of the Marketer's/Direct Customer's gas supply scheduling, balancing and settlement activities in accordance with the requirements of the Company, including those requirements described in Service Classification No. 11 of the Company's Tariff. Please choose applicable Balancing Program(s):

_____ Daily Balancing Service

_____ Monthly Balancing Service

- For Monthly Balancing Service, in the event that the Company recalls the capacity and storage, the Marketer and its Pool Operator agrees hereby that the recall is not reputable (i.e., that the Company is recalling such capacity but it is not returning the same release to the Marketer).
- The term of this Agreement shall be one (1) year from the date of execution and shall survive month to month thereafter unless sooner terminated by either party. If Marketer's **SupplierSelect** or Monthly Balancing agreements terminate with the Company or DTI, respectively, this agreement shall automatically terminate at the same time.
- Either party may terminate this Agreement upon thirty (30) days written notice to the other for any reason whatsoever.
- The Pool Operator shall submit separate schedules for each Marketer/Direct Customer upon whose behalf it is scheduling, including a separate schedule for itself if it is serving customers in the Company's **SupplierSelect** Program. These schedules will form the basis for the calculation of imbalance charges for each entity under the responsibility of the Pool Operator. Imbalances and charges shall be calculated individually for each Marketer/Direct Customer on the basis of these schedules. Payment of these imbalance charges remains the responsibility of each Marketer/Direct Customer as described below.

Pool Operator Agreement for the *SupplierSelect* Program (Con't)

- The Marketer/Direct Customer may authorize the Company to submit bills to the Pool Operator for balancing and settlements for all gas supply deliveries scheduled with the Company on the Marketer's/Direct Customer's behalf. Payments from the Marketer/Direct Customer are due within 20 days from the issuance of the bill. The Marketer/Direct Customer shall retain ultimate payment responsibility for such billings, including late payment charges as applicable.

_____ Bill Pool Operator - Billing Address:_____

_____ Bill Marketer/Direct Customer

- All actions of the Pool Operator related to Marketer's/Direct Customer's participation in the Company's *SupplierSelect* Program are absolutely binding on, and attributable to, such Marketer/Direct Customer. The Marketer/Direct Customer is fully liable to the Company for all acts and omissions of the Pool Operator, including failures to comply with the requirements set forth in this Form. The Marketer/Direct Customer shall indemnify, defend and hold harmless the Company from and against any and all claims, losses, damages, as described in the Tariff, that are directly or indirectly caused by, or arise out of, or are in any way connected with the Pool Operator's acts or omissions, whether such claims, losses, and damages are incurred by the Company or by third parties.
- The Company has the right to suspend or terminate the permission granted in this Form, at any time, without any recourse by the Marketer/Direct Customer, in the event the Pool Operator fails to abide by these terms and conditions. Marketer/Direct Customer and the Pool Operator understand and agree that any disputes related to the activities of the Pool Operator are outside the scope of any dispute resolution provisions in the Company's Tariff or in the State of New York Public Service Commission's Orders in connection with NYS Uniform Business Practices.

For MARKETER/DIRECT CUSTOMER:

For POOL OPERATOR:

Name of Firm _____

Name of Firm _____

Name _____

Name _____

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

3. SupplierSelect Form 2

Supplier Select Form 2

1. Application for Load Aggregation Transportation Service for Customers <50,000 Therms
2. Application to Change Marketer for all Customers

Marketer Name: Central New York Energy

(■ = required information)

Assignment of Marketer Information

■ Account Number:

Customer Name:

■ Balancing Type:

Service provided to customer will be: ☒ Daily ☐ Monthly

■ Start Date:

Service will begin on the first day of: Month: Year:

Will this account be billed under the Utility One-Bill Option? ☐ Yes ☒ No

Do you want up to 24 months of Customer usage history provided to you? ☐ Yes ☒ No

I hereby certify that the customer noted has designated the Marketer recorded above as their energy service company to provide energy services which may include procurement of gas. I also certify that customer agrees that any entity that succeeds by purchase, merger, consolidation or spin-off to the properties, substantially as an entirety, of Marketer may continue to provide the service indicated above for the term specified unless and until Customer chooses to change its designation of Marketer in accordance with all applicable procedures and provisions of such Service Classification No. 11.

As the customer's designated Marketer, I agree to abide by all the terms and conditions as set forth in applicable provisions of Service Classification No. 11 as set forth in the P.S.C. 219 Gas Tariff. I accept the responsibility to provide documentation that indicates that the customer has selected our firm to supply gas commodity service.

The Marketer agrees that all upstream capacity and/or storage releases to the Aggregator on behalf of the undersigned customer are subject to recall in accordance with P.S.C. No. 219 Tariff provisions.

Marketer Representative Name:

Marketer Representative Title:

4. *SupplierSelect—Customer Drop*

Supplier Select Form 3

Marketer Name: Central New York Energy

(● = req)

Customer Information

● Account Number:
Customer Name:

Service Address

Service Street Address:
City:
State: Zip Code:

Mailing Address

(Complete if different from Service Address)

Service Street Address:
City:
State: Zip Code:
Telephone Number:

Marketer hereby certifies that the Customer noted has been notified in writing, of this termination of service fifteen (15) days prior to the 1st of the month in which service is to be discontinued. We request that this customer be taken off our list of active natural gas customers.

Marketer Name:
Marketer Title:

5. Pre-Testing Worksheet

Please complete this worksheet and email to:
Sergio.smilley@nationalgrid.com

The purpose of the Pre-Testing Worksheet is for trading partners to demonstrate they have met all necessary requirements to engage in Phase II or III EDI testing in New York. Utilities and E/Ms are required to transmit a completed worksheet to their trading partner(s) prior to entering a test queue and beginning testing. Submission of the worksheet indicates that the trading partner has completed internal systems testing and achieved correct and accurate results, including testing with sufficient volumes to assure acceptable throughput to satisfy both trading partners' performance requirements.

Identification & Contact Information
Company Name:
Company ID Number
Business Contact Name:
Contact Email:
Contact Phone:
Technical Contact #1:
Contact Email #1:
Contact Phone #1:
Technical Contact #2:
Contact Email #2:
Contact Phone #2:
Date: 9/25/2008

Communications Information		
	Test	Production
DUNS Number: Note: When the same NGrid supplier Id code is assigned for NY and NE, the value must be uniquely identify NY and NE.		
N1~SJ (N103 – Identification Code Qualifier)	1, 9 or 24	1, 9 or 24
N1~SJ (N104 – Identification Code)	DUNS, DUNS+4	DUNS, DUNS+4

Note: When an additional NGrid supplier Id code is needed, the value must be unique.	or Federal Tax Id	or Federal Tax Id
Common Code:		
Note: This field must always be unique.		
ISA Qualifier:		
ISA Sender/Receiver ID:		
Note: This field must be unique.		
GS Sender/Receiver ID:		
Note: When the same NGrid supplier Id code is assigned for NY and NE, the value must be uniquely identify NY and NE.		
Receiver URL Address:		
Sender IP Address:		
Port Number:		
Authentication ID:		
Authentication Password:		
PGP Public Keys will be provided via:		
Protocol Failure E-Mail :		
VAN Phone Number, if used:		
CGI Program Name:		

Known Non-Compliance: Document any known non-compliant transactions or business processes your company is operating with and the expected date of compliance. Add rows if necessary.

Description of Non-compliance and Transaction Affected	Expected Date of Com

Exceptions to the Test Plan PH2/PH3: Document any exceptions you will make to the test plan. Add rows if necessary

Description of Test Plan Exception	Account/Scenarios

Manual Processes to be Used in Testing and Production: Document any manual processes you will be using to supplement the EDI automated processes.

Description of Manual Processes

Demonstration of Phase I X12 Certification: To gain entry to testing queues, each trading partner is required to provide copies of the following transaction files certified X12 compliant by PSC Staff.

Transaction Required	Comments or Exceptions
<i>TRANSACTION REQUIRED FROM UTILITY</i>	
814 Enrollment Response	
814 Drop	
814 Drop Response	
867 Historical Usage	
867 Monthly Usage	
814 Change	
814 Change Response	
248 Account Assignment	
568 Accounts Receivable Advisement	
810 Utility Rate Ready Invoice	

TRANSACTION REQUIRED FROM E/M

814 Enrollment	
814 Drop	
814 Drop Response	
824 Application Advice	
814 Change	

NY EDI TOP Supplement 1

PSC Case 98-M-

Understanding Responsibilities: Please review the list below and document any exceptions or comments. Submitting this worksheet implies understanding with the item, unless otherwise noted.

Understanding	Comments or Exception
ALL PARTIES	
I understand that transactional testing will be conducted with a minimal amount of human intervention.	
I understand that the New York PSC retains dispute resolution responsibilities related to all levels of trading partner testing.	
I understand that I must complete Phase I pre-testing certification of all transactions prior to beginning testing with any trading partners.	
I understand that I must document any areas where I am not compliant with the standards and procedures of the NY EDI Collaborative and provide dates for when I will be compliant.	
I understand that I must provide trading partner EDI information to my trading partners prior to beginning testing with that trading partner.	
I understand that I must send 997/Functional Acknowledgements for all tests, and in production.	
I understand that I must document any scenarios of the test plan that I will NOT test (exceptions).	
UTILITY ONLY	
I understand that I must conduct regular test teleconferences with all E/Ms that I am currently testing with.	
E/M ONLY	
I understand that I must notify the Utility of the billing scenarios that I am currently offering.	
I understand that I must be an eligible, Phase I-certified E/M prior to beginning testing with any Utilities.	
I understand that I must keep up with the established test schedule of the Utility while in testing.	
I understand that I must participate in regular teleconferences conducted by the Utility while in testing.	

6. Capacity Release Agreement

This Agreement ("Agreement") is made as of this _____ day of _____, 200__, by and among Niagara Mohawk Power Corporation d/b/a National Grid, a New York Corporation, having its principal office at 175 East Old Country Road, Hicksville, NY 11801 ("Company"), _____, a _____, having its principal place of business at _____ ("ESCO"), and _____, a _____, having its principal place of business at _____ ("Aggregator"). (Company, ESCO and Aggregator are hereinafter sometimes referred to collectively as the "Parties" or individually as a "Party").

WHEREAS, ESCO has been authorized by the New York State Public Service Commission ("PSC") to act as an energy services company in the State of New York and approved by the Company to participate in the Company's retail access program (the "Program");

WHEREAS, ESCO has retained Aggregator to assist it in ESCO's participation in the Program;

NOW THEREFORE, in consideration of the mutual representation, covenants and agreements set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

1. ESCO represents that it is in compliance with all applicable laws, the PSC's Uniform Business Practices ("UBP"), and all applicable PSC rules, regulations, and PSC orders relating to ESCO qualification or obligations (collectively, "Applicable Law"), and all Tariff provisions for the Company (including Company's SC 11 Load Aggregation Service Agreement), each as may be amended from time to time ("Company Requirements") relating to the sale of natural gas by energy services companies in Company's service territory.

2. ESCO represents that it has appointed Aggregator as its agent for purposes providing services to ESCO under the Program.

3. Aggregator represents that it is acting as ESCO's agent for purposes of providing services to ESCO under the Program.

4. ESCO represents that it is obligated to supply gas to one or more retail customers on Company's distribution system in quantities determined by the Company from time to time ("Contract Quantity"), pursuant to a state-regulated retail access program ("State Program"), as defined in Part 284 of the Federal Energy Regulatory Commission's ("FERC") Regulations. The details of ESCO's eligibility to participate in such State Program shall not be deemed to be altered in any way by this Agreement or the transactions contemplated hereunder.

5. Aggregator represents that it has a contractual obligation to supply gas to ESCO in an amount equivalent to the Contract Quantity and to act as an agent or as an asset manager for ESCO.

6. ESCO and Aggregator requests that, in lieu of a release of interstate pipeline capacity by Company to ESCO, Company release interstate pipeline capacity sufficient to transport the full Contract Quantity to Aggregator (the "Capacity Release").

7. Aggregator represents that is obligated to use up to the full amount of the Capacity Release to supply the Contract Quantity to ESCO and, as a result, Aggregator qualifies for the exemptions from bidding and the prohibition against tying of releases of interstate gas pipeline capacity pursuant to FERC's Regulations.

8. The Parties intend that the transactions hereunder qualify for the waiver of the Federal Energy Regulatory Commission's ("FERC") prohibition on tying and bidding requirements for capacity releases made as part of state-approved retail access programs contemplated by FERC Orders 712, 712-A and 712-B.

9. As between Company, Aggregator and ESCO, Aggregator and ESCO warrant title to the gas to be transported pursuant to the Capacity Release to LDC.

10. If ESCO ceases to be authorized to sell natural gas in Company's service territory or if ESCO terminates its retail natural gas business in Company's service territory, ESCO shall immediately notify Company and this Agreement shall be suspended or terminated effective the same day as such event occurred.

11. To the fullest extent allowed by law, in no event shall any Party be liable for any consequential, incidental, indirect, special or punitive damages incurred by another Party and connected with, arising from or related to this Agreement or the performance or failure to perform services hereunder, including but not limited to loss of good will, cost of capital, claims of customers and lost profits or revenue, whether or not such loss or damages is based in contract, warranty, tort, negligence, strict liability, indemnity, or otherwise, even if a party has been advised of the possibility of such damages.

12. ESCO and Aggregator, to the fullest extent allowed by law, shall indemnify, defend and save harmless Company, its parent, subsidiary and affiliate companies, and its and their officers, directors, shareholders, agents, employees, contractors, representatives, successors and assigns ("Indemnified Parties") from and against any and all suits, actions, legal proceedings, claims, losses, demands, damages, costs, liabilities, fines, penalties, royalties, obligations, judgments, orders, writs, injunctions, decrees, assessments, diminutions in value of any kind and expenses of whatsoever kind or character, including reasonable attorneys' fees and court costs, whether incurred in a third party action or in an

action to enforce this provision that may at any time be imposed on, incurred by or asserted against any of the Indemnified Parties by any third party, including, without limitation, the FERC or ESCO Customers, arising from on in connection with any (a) breach of a representation or warranty or failure to perform any covenant or agreement in this Agreement by ESCO or Aggregator, (b) any violation of applicable law, regulation or order by ESCO or Aggregator, or (c) any act or omission by ESCO or Aggregator with respect to this Agreement, first arising, occurring or existing during the term of this Agreement, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of the Agreement, except to the extent caused by an act of gross negligence or willful misconduct by an officer, director, agent, employee, or affiliate of Company or its respective successors or assigns. The obligations of ESCO and Aggregator as set forth in this section shall survive the expiration, cancellation, or termination of this Agreement.

13. No Party shall assign any of its rights or obligations under this Agreement without obtaining the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

14. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, supersedes any and all previous agreements and understandings between the Parties with respect to the subject matter hereof, and binds and inures to the benefit of the Parties, their successors and permitted assigns.

15. Except as otherwise provided herein, no modification or waiver of all or any part of this Agreement will be valid unless in writing and signed by the Parties or their agents and approved by Company. A waiver will be effective only for the particular event for which it is issued and will not be deemed a waiver with respect to any subsequent performance, default or matter.

16. Interpretation and performance of this Agreement will be in accordance with, and will be controlled by the laws of the State of New York, except its conflict of laws provisions to the extent they would require the application of the laws of any other jurisdiction. Both parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement will be brought in a court of the State of New York in New York or Kings County, or a Federal court of the United States of America located in the State of New York, New York or Kings County. Both Parties irrevocably waive any objection that it may now or in the future have to the State of New York, New York or Kings County as the proper and exclusive forum for any legal action or proceeding arising under or relating to this Agreement.

17. If one or more provisions herein are held to be invalid, illegal or unenforceable in any respect, it will be given effect to the extent permitted by

applicable law, and such invalidity, illegality or unenforceability will not affect the validity of the other provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed as of the date first above written.

NIAGARA MOHAWK POWER CORPORATION
D/B/A NATIONAL GRID

By: _____
Name: _____
Title: _____
Date: _____

_____ (ESCO)

By: _____
Name: _____
Title: _____
Date: _____

_____ (Aggregator)

By: _____
Name: _____
Title: _____
Date: _____

7. Agreement Application for Transportation of Customer Owned Gas - FORM 'T'

Date

_____, 20____

The Undersigned, (hereafter called "Customer") hereby applies to Niagara Mohawk Power Corporation d/b/a National Grid (hereafter called "Company") for gas transportation service. The Customer agrees to supply customer-owned gas to the Company at any mutually agreeable interconnect on the Company's gas distribution system. The Company agrees to deliver, after an adjustment for losses as stated in Rule 17.1 of P.S.C. No. 219 Gas Tariff, an amount of _____ (not less than 50,000), therms per year of customer-owned gas to the Customer's premises located at _____ commencing _____ (date).

The Customer agrees that if the premises are to be served from a main extension constructed or to be constructed pursuant to Rule 10 of the General Information contained in the Company's schedule for Gas Service, P.S.C. No. 219 Gas Tariff, the Customer will pay the charges and/or surcharges required under said rule. The Customer's contribution/annual surcharge for the excess portion of the main extension is \$_____.

Deliveries:

The customer agrees to supply to the Company the above annual amount of gas. The Company agrees to deliver on a _____ (firm or interruptible) basis this amount after an adjustment for losses as stated in Rule 17.1 of the Tariff.

Term:

This agreement will be continued from year to year and thereafter until changed unless terminated by advance written notice of either party to the other.

Rates:

Customer agrees to observe and perform all of the rules and regulations of the Company and to pay the rates and charges provided in P.S.C. No. 219 for the transportation of customer-owned gas. Customer agrees to pay such rates and charges contained in the Company's gas tariff, P.S.C. No. 219 Gas, filed with the Public Service Commission of the State of New York as the same may be from time to time changed, amended and/or supplemented.

_____ SC7 – Firm Transportation Service

_____ SC5 – Firm Transportation Service

_____ SC8 – Firm Transportation Service with Standby Sales Service

_____ _____ Daily Elected Contract Demand (D1 Election - Dts per day)

_____ SC6 – Interruptible Transportation Service – Choose Term of Rate:

_____ Monthly _____ Annually

_____ SC12 – Distributed Generation

Human Needs:

Human Needs customers are defined as residential, or related usage (residential hotels, prisons), or critical care accounts (nursing homes, hospitals, etc.). See Rule 3.2.1 in Company's gas tariff, P.S.C. No. 219, for further definition. Under the provisions of the Home Energy Fair Practices Act (HEFPA), to the extent that residential and human needs customers are curtailed by their supplier, they continue to retain the right to return to the Company as the supplier of last resort.

Customer hereby certifies that they qualify as Human Needs (check applicable):

Yes _____ No _____

Agreement Application for Transportation of Customer Owned Gas - FORM 'T' (continued)

Balancing Services:

_____ DAILY BALANCING – Customers taking transportation service under SC7, SC5, SC8, SC6 and SC12 who agree to be non-core customers are eligible for this Balancing Service. The Customer understands that if this Balancing Service is chosen, they must comply with the following conditions:

1. Customer forfeits its ability to obtain future sales service under the Company's Tariff. Customer takes full responsibility and assumes all liability including, but not limited to, contingent liability for its decision to execute this contract, and opt to participate in Daily Balancing.
2. Customers served under Service Classification Nos. 5 & 7 classified as Human Needs must certify that they are 100% dual fueled or alternately certify that they maintain, or have continuous access to, five (5) winter months (November – March) of primary firm capacity from a liquid receipt point into the Company's east/west city gate, as applicable, sufficient to meet the customers Maximum Peak Day Quantity.
3. Customers enrolled in Daily Balancing must have an Approved Remote Meter (ARM) installed and operational.

_____ MONTHLY BALANCING – Customers taking transportation service under SC7, SC5 and SC12 are eligible for this Balancing Service. The Customer understands that if this Balancing Service is chosen, they must comply with the following conditions:

1. Customers choosing this Balancing Service retain the right to return to Sales Service.
2. Customers participating in this Balancing Service will designate a supplier/marketer. That marketer/supplier will be responsible for accepting any and all upstream capacity and/or storage that the Company has held for this customer while under sales service.

Niagara Mohawk Power Corporation d/b/a National Grid

CUSTOMER:

By: _____

Title: _____

Date: _____

Customer Name

Federal Tax ID Number

National Grid Billing Account Number

Signature by Customer's Duly Authorized Representative

Title

Date

8. Affidavit for SupplierSelect Program

A Marketer supplying gas to Monthly Balanced Aggregation customers, who elects to take no assignment of DTI capacity, storage, and storage capacity, must complete the following affidavit, which must be signed by a duly authorized officer of the Marketer's company and must be notarized.

AFFIDAVIT OF FIRM TRANSPORTATION (FT), STORAGE (GSS), AND STORAGE CAPACITY (FTNGSS)

STATE OF _____
COUNTY OF _____

_____, being duly sworn, says: I am _____ of
Name Title of Officer
_____, the
Company Name of Marketer

Applicant-above named, on behalf of which I have subscribed the foregoing application and know the contents thereof and the same is true to the best of my knowledge. I further attest to one of the following:

- I. As a Marketer for a National Grid (the Company) Monthly Balancing Aggregation pool who elects no assignment of DTI capacity, storage, and storage capacity, there is in place one or more executed contract(s) for all of the following:

_____ Non-recallable, primary firm capacity on DTI Transmission delivered into the Company's system for the term _____, through _____ for a daily quantity equal to 45% of the Aggregator's Maximum Peak Day Quantity (MPDQ) issued by the Company. The contract number for DTI deliveries into the Company's City Gate is _____;

_____ Non-recallable, GSS demand and capacity on DTI Transmission for the of term _____, through _____ for a daily demand quantity equal to 55% of the Aggregator's Maximum Peak Day Quantity and GSS capacity equal to GSS demand x 52.3 days issued by the Company. The contract number for DTI deliveries into the Company's City Gate is _____;

_____ Non-recallable, FTNGSS firm capacity on DTI Transmission delivered into the Company's system for the term 11/1/20____, through 3/31/20____ for a daily quantity equal to 55% of the Aggregator's Maximum Peak Day Quantity (MPDQ) issued by the Company. The contract number for DTI deliveries into the Company's City Gate is _____;

If all of the above requirements are not met, DTI capacity (FT), storage (GSS), and storage capacity (FTNGSS) will be released to the customer's Marketer.

This Affidavit covers the period _____, through _____, unless the Marketer's MPDQ changes during that time period. If the MPDQ increases, this Affidavit must be renewed. The Marketer's MPDQ, which is delivered to the Marketer on a monthly basis, is equal to _____.

Officer's Signature

Sworn to before me this _____ day
of _____, 20____

Notary Public

9. Operating Centers and Pipeline Eligibility

DOMINION WEST	OPERATING CENTER	DOMINION EAST	OPERATING CENTER
Syracuse	11 (Empire Gas Pipeline)	Albany	30
Watertown	13 (Empire Gas Pipeline)	Troy	31
Fulton / Volney	14 (Empire Gas Pipeline)	Schenectady	32
Oswego	15 (Empire Gas Pipeline)	Hudson	33
Pulaski	16 (Empire Gas Pipeline)	Glens Falls	38
Utica	17	Saratoga	39
Rome	18 (Empire Gas Pipeline)	Warrensburg	40
Herkimer	19		
Oneida	20 (Empire Gas Pipeline)		
Carthage	22 (Empire Gas Pipeline)		
Lowville	23 (Empire Gas Pipeline)		
Amsterdam	34		
Gloversville	35		
Canajoharie	36		

TENNESSEE GAS PIPELINE
Locations that can be served by TGP
City of Albany
Town of Cohoes
Town of Colonie
Town of East Greenbush
Town of North Greenbush
Town of Watervliet

This above list includes most of the customers in Operating Centers 30 and 31; however, this does not include all customers in those Centers. If you have any questions as to whether or not a customer can be served off Tennessee Pipeline, please contact Jennifer Coulon at (516) 545-2599, or Meghan Brolly at (516) 545-5609.

IROQUOIS GAS PIPELINE
Town of Boonville only

10. Alternative Fuel Source Verification



Alternative Fuel Source Verification

National Grid (the Company), as a condition of PSC Tariff No. 219, General Information Rule No. 3, requires interruptible sales or transportation customers to identify (a) your facility's primary alternative fuel source that would allow you to operate your facility in the event that the Company was required to interrupt sales or transportation service to your facility and (b) your facility's total combined estimated load in therms. You are requested to complete the required data fields identified below. The customer's failure to return this form back to the Company by October 1st will result in the Company classifying the customer as utilizing Fuel Oil#2 as the primary alternative fuel source. Please return or fax this form to the address identified below:

National Grid
Ms. Dawn Herrity
One MetroTech Center,
Brooklyn, NY 11201.
Fax: 718.596.7802.

Required Data to be completed by the Customer

Customer Name:									
Customer Facility:									
Address (Street / PO Box)									
State / Zip code									
Indicate the Alternative Fuel Source (Please place an "X" in the appropriate ballot box): <table><tr><td><input type="checkbox"/> Fuel Oil No. 2</td><td><input type="checkbox"/> Fuel Oil No. 4</td><td><input type="checkbox"/> Fuel Oil No. 6</td></tr><tr><td><input type="checkbox"/> Diesel</td><td><input type="checkbox"/> Propane</td><td><input type="checkbox"/> Kerosene</td></tr><tr><td colspan="3">Other (Please Specify): _____</td></tr></table>	<input type="checkbox"/> Fuel Oil No. 2	<input type="checkbox"/> Fuel Oil No. 4	<input type="checkbox"/> Fuel Oil No. 6	<input type="checkbox"/> Diesel	<input type="checkbox"/> Propane	<input type="checkbox"/> Kerosene	Other (Please Specify): _____		
<input type="checkbox"/> Fuel Oil No. 2	<input type="checkbox"/> Fuel Oil No. 4	<input type="checkbox"/> Fuel Oil No. 6							
<input type="checkbox"/> Diesel	<input type="checkbox"/> Propane	<input type="checkbox"/> Kerosene							
Other (Please Specify): _____									
Indicate the facility's total combined annual estimate load (natural gas and other alternative fuels) in therms: <table><tr><td><input type="checkbox"/> 0 to 3,000,000 therms</td><td><input type="checkbox"/> 3,000,000 to 12,000,000 therms</td></tr><tr><td><input type="checkbox"/> 12,000,000 to 20,000,000 therms</td><td><input type="checkbox"/> Greater than 20,000,000 therms</td></tr></table>	<input type="checkbox"/> 0 to 3,000,000 therms	<input type="checkbox"/> 3,000,000 to 12,000,000 therms	<input type="checkbox"/> 12,000,000 to 20,000,000 therms	<input type="checkbox"/> Greater than 20,000,000 therms					
<input type="checkbox"/> 0 to 3,000,000 therms	<input type="checkbox"/> 3,000,000 to 12,000,000 therms								
<input type="checkbox"/> 12,000,000 to 20,000,000 therms	<input type="checkbox"/> Greater than 20,000,000 therms								

The customer, if requested by the Company, shall be prepared to provide documentation acceptable to the Company validating their selection of alternative fuel source.

Customer Name and Title:
Customer Signature:
Date:

11. Alternative Fuel Source Requirements



Alternative Fuel Source Requirements

National Grid (the Company) has determined that your facility identified below meets the Alternative Fuel Source requirements outlined in PSC Tariff No. 219, Rule No. 3.4. You are requested to complete the required fields below. Failure to return this form back to the Company by October 15th will subject your facility to the penalty provisions identified within Rule 3.4. Please return or fax this form to: National Grid, Dawn Herrity, One MetroTech Center, Brooklyn, NY 11201 Fax: 718.596.7802.

Customer Facility Name:

Customer Facility Address:

National Grid Assigned Alternative Fuel Source Storage Capacity Requirements

The Company has assigned below your facility's alternative fuel source storage capacity requirements. Your facility has the opportunity to contest the alternative fuel source calculation, as defined in Rule 3 of PSC Tariff No. 219, Alternative Fuel Source Requirements, by providing documentation to your National Grid Energy Consultant, within 10 days of receipt of letter, as to why they believe the alternative fuel source requirement should be changed. The Company will have 5 days to respond to the customer, and the Company shall have the sole authority to accept or reject the Customers request for an alternative fuel source value.

Required number of gallons of alternate fuel source

Gallons

REQUIRED DATA TO BE COMPLETED BY CUSTOMER

Customer's total capacity (in Gallons) for on-site alternative fuel source storage capacity

Gallons

Customer Verification of Alternative Fuel Source Requirements: (place an "X" in the appropriate ballot box):

☐

Option A: I certify that my facility, prior to November 1 of the current winter heating season, has sufficient alternative fuel source storage capacity and/or has entered into a relationship with an alternative fuel source provider to supply the difference between on-site storage capacity and the Company's determined alternative fuel source requirements specified above and as defined in Rule 3 of the Tariff. If requested by the Company I shall provide documentation to substantiate the storage capacity and/or relationship with an alternative fuel source provider as defined in Rule 3 of the Tariff.

☐

Option B: I elect, prior to November 1 of the current winter heating season, to curtail my facility's operations when requested rather than be subject to the requirements outlined in rule 3.4. Failure to comply completely with an interruption request will subject the customer to penalty charges outlined in Rule 3.4.4. Curtailment of a Customer's operation shall be defined to mean that zero gas consumption is recorded on the Customer's meter for the applicable interruption period. For Customers with both interruptible and firm loads, curtailment of the Customer's operations shall be defined to mean that zero gas is consumed for the interruptible portion of the Customer's load. The Customer must accomplish this zero gas consumption for the duration of the interruption period by curtailing the operation of its facility rather than switching to its primary alternative fuel source.

☐

Option C: I certify that my facility's available alternative fuel storage capacity is less than the required alternative fuel storage capacity at full operational levels and I elect, prior to November 1 of the current winter heating season, that I will curtail my facility's operations to a reduced level to the degree necessary to supplement its primary alternative fuel source so that it can completely interrupt gas consumption for 10 full days (or 5 full days for customers taking transportation service under SC-9 or SC-14) rather than be subject to the requirements outlined in the Rule 3.4. Failure to comply completely with an interruption request will subject the customer to penalty charges outlined in Rule 3.4.4. Curtailment of a Customer's operation shall be defined to mean that zero gas consumption is recorded on the Customer's meter for the applicable interruption period. The Customer must accomplish this zero gas consumption for the duration of the interruption period by reducing/curtailing the operation of its facility for the portion of their requirements that exceeds the Customer's available alternative fuel source storage capacity rather than switch to its primary alternative fuel source.

Customer Name:

Customer Title:

Customer Signature:

Date:

12. Remote Metering

What does an “Approved Remote Meter (ARM)” do?

1. An ARM measures and records the quantity of gas used by a customer.
2. The NYS Public Service Commission has approved an ARM for billing purposes.
3. An ARM calls National Grid using a 1-800 phone number.
4. An ARM is capable of reporting gas usage data to customers or customer's Gas Marketers via National Grid's website.
5. An ARM requires appropriate telephone service:
 - a) ARM's installed for customers with historic or anticipated peak hourly gas usage in excess of 15 Dths must be served by a separate, dedicated phone line unshared with any other user.
 - b) All other ARM's may share telephone lines, provided that the shared line is open for data collection between the hours of 10:00 am and 11:00 am, 1pm and 2pm, 4pm and 5pm, daily.
 - c) Reliable access to daily usage must be provided to National Grid. If it is not provided, a dedicated phone line will be required or a dedicated customer-owned cell phone acceptable to National Grid may be used. In areas where reliable cell phones service is not available, as determined at the sole discretion of National Grid, a dedicated telephone line will be required.

Eligibility

All customers who choose Daily Balancing will be required to have an ARM installed by National Grid. The customer's National Grid Representative should contact Meter & Test in order to get the ARM and the Telephone Line Station Protector

**13. INSTALLATION OF APPROVED REMOTE METER
AUTHORIZATION FORM**

To Be Completed By Customer:

Customer Name: _____

Mailing Address: _____

Address Where Remote Metering will be installed: _____

National Grid Billing Account Number: _____

Telephone: _____

Fax: _____

Customer hereby authorizes National Grid (the Company) to install an Approved Remote Meter at customer's facility meeting the requirements of P.S.C. No. 219 Gas tariff as filed with the NYS Public Service Commission.

1. Customer agrees to assume all of the responsibilities for installation and maintenance provided on Attachment 1.
2. The installation required at Customer's facility as outlined by the Company for which customer agrees to pay to the Company \$900, the total cost associated with the Approved Remote Metering installation. Customer will be invoiced for this installation. Customer is responsible for telephone service to the unit, as well as replacement cost of remote metering if it is not covered under the warranty. Customer is also responsible for the cost of replacing or repairing the unit in the event that it is vandalized.

DATE

Authorized Customer Signature

By _____
Accepted: National Grid

14. Remote Metering – Installation and Maintenance Attachment 1

A. Customer Responsibilities

1. Customer agrees to:
 - a) Identify a specific individual who will meet with a National Grid (NG or Company) Representative to identify the location for the remote metering unit, and be available to the NG technical installer on site to resolve any installation questions.
 - b) Install electric service, if required.
 - c) Install analog signal telephone service to the remote meter as follows:
 - Customers with historic or anticipated peak hourly gas usage in excess of 15 Dths must serve the remote metering by a separate, dedicated phone line.
 - All other remote meters may share telephone lines, provided that the shared line is open for polling of the meter between 10:00 am and 11:00 am, 1pm and 2pm, 4pm and 5pm, daily.
 - Customer will install a telephone line station protector supplied by NG.
 - d) Inform the Company when electric (if required) & telephone service is installed and telephone line is activated.
 - e) When the Company is notified that the telephone and electric service (if necessary) has been installed and activated, the Company will go on site in order to activate the unit. If it is discovered by the Company that the unit is unable to be activated and synchronized because the phone or electric service (if applicable) is not activated, the Company reserves the right to charge the customer an additional \$115.00 for each site visit after the first visit.
2. Customer agrees to pay the following costs:
 - a) Installation costs, including cost of equipment, installation labor, and synchronization of the equipment with the Company's gas load management computer system.
 - b) Cost to provide electric service, if required.
 - c) Cost to provide telephone service.
3. Agreement to maintenance & replacement terms associated with the remote metering installation, including:
 - a) After equipment warranty period of one year, the cost of replacement of a remote-metering unit due to inoperable or unreliable service is the customer's responsibility. NG will acquire and own the equipment and perform repairs and maintenance.
 - b) Within 24 hours of being notified, the customer must arrange and pay for repair of the telephone or electric service to the unit. If the Customer has notified the Company that the phone service or electric service (if applicable) is operational, the Company will send a technician to the site to repair the unit. If it is discovered by the Company that the unit is unable to be repaired or synchronized because the phone or electric service (if applicable) is not activated, the Company reserves the right to charge the customer an additional \$115.00 for each site visit after the first visit.
 - c) If the ARM after ten business days continues to fail to call into the Company, the Company will charge the customer \$115.00 per day until the ARM becomes operational. In the event the ARM does not call into the Company, the Company will make reasonable efforts to inform the customer and their Marketer of the applicable charge.

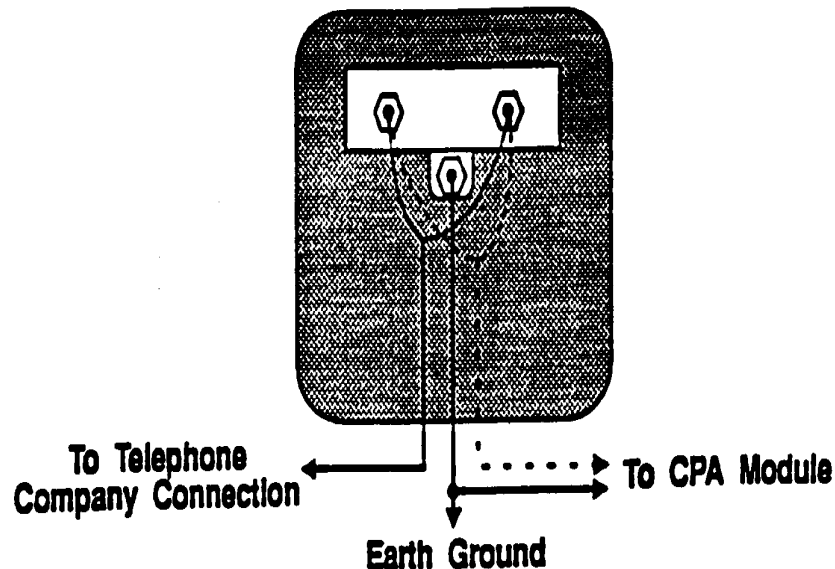
B. National Grid Responsibilities

1. Determine if the customer is applying for a service or program that requires a remote metering installation:
 - a) Inform customer of requirements for installation as stated in Section A and any associated considerations specific to that customer.
 - b) Provide customer w/ handout outlining installation specifications and customer/company responsibilities.
 - c) Arrange site visit to meet with customer to identify equipment location, designate phone, and power (if required) and remote metering locations.
 - d) Identify any required meter modification in order to install remote metering equipment.
 - e) Provide customer with advance statement of the total cost for the installation.
 - f) Obtain customer approval by executing Authorization Form for Installation of ARM.
 - g) Acquire and own the remote metering equipment.
 - h) Provide customer with installation schedule once customer has installed telephone & electric service.
 - i) Install the remote metering and synchronize the meter with NG's gas load management computer system.
2. Once remote metering equipment is installed, perform routine maintenance on the equipment, including:
 - a) Notify customer if phone or electric service is out of service; remind customer that repairs must be completed in agreed upon timeframe.
 - b) Replace unit, if necessary. If replacement of the unit is required, advise & bill customer for replacement.
 - c) Offer daily load information gathered by ARM to the customer via NG's website.

15. Customer Installation of the Telephone Line Station Protector

Install the Telephone Line Station Protector by following the steps below:

1. Mount the TII Telephone Station Protector in a suitable location. Wiring of the protector



2. Connect one end of the 12 AWG earth ground wire to the center terminal on the TII Protector.
3. Connect the other end of the earth ground wire to the grounding electrode system in conformance with the national and local code regulations. Refer to NEC Article 250 – Grounding in order to effectively ground the protector (See definition below).
4. Connect the red and green wires from the telephone cable respectively to the left and right screw terminals.

Effectively Ground: Intentionally connect to earth through a ground connection or connections of sufficiently low impedance and having sufficient current carrying capacity to prevent the buildup of voltages that may result in undue hazards to connected equipment or persons.

16. Base and Thermal Methodology

Base and Thermal Methodology - The calculation of the Annual values set forth below may differ slightly from the values calculated by the Company due to timing.

1. Enter the most current usage available.
2. Enter the HDD values for the months corresponding with the usage entered. The monthly HDD values are updated each month and can be found on the website.
3. HDD = difference between 65 (average temp for use of heat) and the average temperature for the day, unless the average temperature is > 65, then HDD = 0.
4. Forecasted DCQ = (Forecasted HDD X (Thermal Response X Monthly Thermal Adjustment Factor)) + daily baseload.
5. Actual DCQ= (Actual HDD X (Thermal Response X Monthly Thermal Adjustment Factor)) + daily baseload.

Month	Usage – Dths	HDD	ANNUAL CALCULATIONS – Values in Dths							
Jan-07	1,045	1150	Baseload		1,139.00		=Sum of the lowest 2 months between Jun & Sep			
Feb-07	980	1269	Daily Baseload		18.672		=Baseload / # of days in the 2 lowest months			
Mar-07	1,096	1002	Annual Baseload		6,815.33		=Product of the Daily Baseload X 365 days			
Apr-06	788	488	Total Load		9,551.00		=Total annual load			
May-06	715	238	Thermal Load		2,735.67		=Total load - Annual Baseload			
Jun-06	569	59	Thermal Response		0.430		=Total Thermal Load / total annual HDD			
Jul-06	654	0	MPDQ		50.93		=Thermal Response X 75 HDD + daily baseload			
Aug-06	570	19	DTI FT		22.918		=MPDQ X 45%			
Sep-06	666	141	GSS Storage Demand		28.011		=Difference between the MPDQ and DTI FT			
Oct-06	761	500	Monthly Thermal Response Adjustment Factors							
Nov-06	771	617	January	100%	April	85%	July	0%	October	85%
Dec-06	936	879	February	100%	May	50%	August	0%	November	100%
Totals	9,551	6,361	March	100%	June	25%	September	40%	December	100%

Negative Thermal Response Calculation - If the Base & Thermal Calculation calculates a negative thermal response, the Annual Values will default to the calculation below.

1. Enter the most current usage available.
2. The Annual Values will be calculated twice per year as stated in the calculations below.
3. Forecasted and Actual DCQ = Daily Baseload.

Month	Usage	SUMMER CALCULATIONS (April through October)			
Jan	788	Daily Baseload	41.032	= MPDQ X 75%	
Feb	253	Thermal Response	0.000	= ZERO	
Mar	344	MPDQ	54.710	=Peak usage from Apr thru Oct / 31 Days	
Apr	292	DTI FT	41.032	= MPDQ X 75%	
May	141	GSS Storage Demand	0.000	= ZERO	
Jun	917				
Jul	983	WINTER CALCULATIONS (November through March)			
Aug	1,696	Daily Baseload	21.968	= MPDQ X 75%	
Sep	875	Thermal Response	0.000	= ZERO	
Oct	1,358	MPDQ	29.290	=Peak usage from Nov thru Mar / 31 Days	
Nov	908	DTI FT	21.968	= MPDQ X 75%	
Dec	745	GSS Storage Demand	0.000	= ZERO	
Totals	9,300				

In warmer than normal weather, these factors work well. However, that is not the case for colder than normal conditions. Therefore, the following protocol will be in place going forward:

For April and May - If the HDD is greater than 10 for any given day, the adjustment factor (currently 85% for April & 50% for May) will be set at 100%. When these conditions occur, a message (using the TSA website message board) will be sent to all the Marketers participating in monthly balancing that says:

"Due to the colder than normal weather forecast, your East and West Gate Thermal Responses for Gas Day _____, will be changed to: East=_____ and

West=_____. We are using the new Thermal Response(s) to calculate your Forecast / Actual DCQ."

If this calculation produces DCQ's greater than a marketer's DTI FT release, National Grid will only expect a nomination that is less than or equal to their DTI FT release.

For September - If the HDD is greater than 15 for any given day, the adjustment factor (currently 40%) will be set at 100%. When these conditions occur, a message (using the TSA website message board) will be sent to all the Marketers participating in monthly balancing that says:

"Due to the colder than normal weather forecast, your East and West Gate Thermal Responses for Gas Day _____, will be changed to: East=_____ and

West=_____. We are using the new Thermal Response(s) to calculate your Forecast / Actual DCQ."

If this calculation produces DCQ's greater than a marketer's DTI FT release, National Grid will only expect a nomination that is less than or equal to their DTI FT release.

For October - If the HDD is greater than 24 for any given day, the adjustment factor (currently 85%) will be set at 100%. When these conditions occur, a message (using the TSA website message board) will be sent to all the Marketers participating in monthly balancing that says:

"Due to the colder than normal weather forecast, your East and West Gate Thermal Responses for Gas Day _____, will be changed to: East=_____ and

West=_____. We are using the new Thermal Response(s) to calculate your Forecast / Actual DCQ."

If this calculation produces DCQ's greater than a marketer's DTI FT release, National Grid will only expect a nomination that is less than or equal to their DTI FT release.

17. NATIONAL GRID HUMAN NEEDS CUSTOMER WAIVER

For Service Classification No. 5 & 7 Firm Customers: As defined in PSC No. 219 Gas Tariff, Customers served under Service Classification Nos. 5 & 7 classified as Human Needs must certify that they are 100% dual fueled or alternately certify that they maintain, or have continuous access to, five (5) winter months (November–March) of primary firm capacity from a liquid receipt point into the Company's east/west city gate, as applicable, sufficient to meet the customer's MPDQ (Maximum Peak Day

Quantity). You have been identified as being a Human Needs customer. If a Human Needs customer certifies either of these conditions, they may remain in Daily Balancing Service but will give up its ability to obtain future gas supply service under the Company's Tariff.

PLEASE COMPLETE ONE OF THE FOLLOWING:

_____ As an authorized representative of the Company, I certify that, as a human needs customer, the facility is 100% dual-fueled and will switch to its alternate fuel if the natural gas being transported for the facility by a gas marketer is curtailed. Additionally, the facility requests to be treated as a non-human needs customer.

Type of alternate fuel, (Check One):

_____ #2 Fuel Oil _____ #4 Fuel Oil _____ #6 Fuel Oil _____ Electricity _____ Kerosene _____ Other

OR –

_____ As an authorized representative of the Company, I certify that this facility maintains, or has continuous access to, five (5) winter months of primary firm capacity from a liquid receipt point into the Company's east/west city gate, as applicable, sufficient to meet the customers MPDQ.

Please provide Gas Marketer's Name for verification purposes:

Gas Marketer_____

Contact Name_____ Phone Number_____

OR-

___ YES, as an authorized representative of the Company, I certify that this facility is not 100% dual-fueled and requests National Grid to make the necessary arrangements to be switched to Monthly Balancing Service and be treated as a human needs customer.

Company
Name_____

Customer's National Grid Billing Account
Number:_____

Contact Name_____ Telephone
Number_____

By signature below, we attest that all of the information on this form is true and correct.

Signature of Authorized Representative

Date

Title

RETURN THIS FORM TO:
NATIONAL GRID
175 E, OLD COUNTRY RD. (EAST BLDG. GROUND FLOOR)
HICKSVILLE, NEW YORK 11801
CUSTOMER CHOICE - TRANSPORTATION SERVICES
FAX # (516) 545-3252

NOTE: Failure to complete this form and return it to National Grid may result in a switch from Daily Balancing Service to Monthly Balancing Service.

b. Holiday Schedule

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

c. Glossary of Terms

“Actual Daily Contract Quantity” – Based on historic usage patterns and actual weather, the actual DCQ will be issued the day following the delivery of the forecasted DCQ.

“Aggregator” – A non-utility entity that aggregates customers (including Direct Customers) for the purpose of obtaining natural gas supply for those customers. It does not sell natural gas supply to those customers.

“Aggregated Group” - A group of customers who have contracted with a specific Marketer who combines the customers' load for purposes of nominations, scheduling, reconciliation of monthly imbalances and supplemental supply billing (Equivalent to a Marketer Pool).

“Annual Period” - The 12 Months beginning with the month in which the customer first receives service under the applicable Service Classification and each succeeding 12-month period.

“ARM” – Approved Remote Meter.

“Balancing” - A process that reconciles actual customer use with the amount of natural gas delivered to the LDC city gate. The difference between these two is called an imbalance.

“Base and Thermal Methodology” – Daily Baseload equals the customer's average daily usage in the two months of lowest daily usage during the period of June through September. Annual Baseload equals Daily Baseload multiplied by 365. Thermal usage equals total usage during the twelve-month period minus Annual Baseload. Degree Day Usage equals Thermal Usage divided by the total number of degree days during the twelve-month period. The Maximum Peak Day Quantity equals the product

of Degree Day Usage multiplied by 75 plus Daily Baseload. A negative thermal response will occur for customers whose Annual Baseload is greater than their annual usage.

“Baseload” – As applied to gas, the portion of a customer’s or group of customers’ load that does not vary seasonally or in response to variation in temperature.

“BCF” - Billion cubic feet.

“British Thermal Unit (BTU)” - The quantity of heat required to raise one pound of water (about one pint) one degree Fahrenheit at or near its point of maximum density. It is common in the natural gas industry to use the general/average value of 1034 BTUs = 1 Cubic Foot.

“Carbon Monoxide (CO)” - A poisonous, combustible gas formed by incomplete combustion of carbon, or reduction of carbon dioxide.

“City Gate” - The point of interconnection between a pipeline and a local distribution company where gas is delivered to the LDC. Some LDCs have multiple city gates served by the same or different pipelines.

“Company” – Shall mean Niagara Mohawk Power Corporation, dba National Grid, Niagara Mohawk Power Corporation, Niagara Mohawk, NM, National Grid or NG

“Core Customer - Defined as customers that (1) do not have alternatives to the use of gas and (2) those who receive either (a) firm sales service, or (b) firm transportation service and participate in the Company’s Monthly Balancing program, or (c) firm transportation service and purchase standby sales service. In the case of (c), a customer who receives firm transportation service and purchases standby sales service, the portion of the customer’s usage that will be considered “core” is limited to the customer’s elected Daily Contract Demand Level.

To the extent customers do not meet the definition of core customers as defined in Paragraph 3.2.3.1, they shall be deemed to be non-core customers.

“Critical Day” - A critical day exists when the LDC declares an OFO.

“Critical Period” - A period of operational stress or impending potential stress that may impact the integrity of the LDC’s gas distribution system or a force majeure event.

“Cubic Foot” - The amount of gas required to fill a volume of one cubic foot under stated conditions of temperature, pressure and water vapor, usually referenced to 14.7 PSI and 60 degrees Fahrenheit. It is common in the natural gas industry to use the general /average value of 1 Cf = 1034 BTUs.

“Curtailment” - The reduction of gas deliveries caused by a shortage of supply or a lack of pipeline capacity. Usually there is a stated priority of customers on the pipeline for the purposes of curtailing deliveries. Service to industrial customers, for example, is usually curtailed before service to residential customers.

“Customer Account Number”-The utility unique identifier associated with a utility customer.

“Customer Service System (CSS)” – National Grid’s billing system.

Daily Elected Contract Demand - (D1 Election) means the maximum daily quantity of standby sales gas which a customer may use as specified on their Application for Service Form T as set forth in the Company’s Gas Transportation Operating Procedures Manual. The Customer’s D1 Election may not exceed their Maximum Peak Day Quantity.

“Degree Days” – a measure of deviation in temperature used to indicate the need for gas to serve heating loads. The number of degree days on a day is calculated by subtracting the average daily temperature (average of the daily high and low temperature) from 65 degrees Fahrenheit.

“Dekatherm (Dth)” - A unit of heating (or thermal) value equal to 10 Therms or one million Btu’s (1MMBtu). 1 MMBTu = 1 Dth (or DT).

“DTR” – Demand Transfer Rate. A fee to recover pipeline costs that are billed to the Company on a fixed levelized basis and recovered from customers on a volumetric basis. This charge reconciles the collection from the customers with the amount paid to DTI from the Company.

“Design Day” - A 24-hour period of demand which is used as a basis for planning gas capacity requirements.

“Direct Customer” – A customer that purchases and schedules delivery of natural gas to the Company’s City Gate for its own consumption from one or more suppliers and not for resale. A customer with an annual use of a minimum of 3,500 dekatherms of natural gas at a single service point qualifies for direct purchases and scheduling of natural gas. Direct Customers do not have to file an application with the Department of Public Service, but must comply with certain operating requirements established by the Company.

“Distributed Generation Service” – Please refer to leaf # 215 of National Grid’s PSC No. 219 Gas Tariff

“DPS” – Department of Public Service.

“Dual-Fuel Capability” - The ability of a commercial or industrial end-user to burn fuels other than natural gas, usually coal, propane or fuel oil, at its option.

“Entity” – A natural person, corporation, partnership, association, or other legally recognized form of business organization.

“Federal Energy Regulatory Commission (FERC) [Successor to the Federal Power Commission]” - An independent federal agency created in 1977 which regulates, among other things, interstate wholesale sales and transportation of natural gas at “just and reasonable” rates.

“Firm Service” - The highest quality sales or transmission service offered to customers under a rate schedule that anticipates no interruption to that service.

“Forecast Daily Contract Quantity” – Based on historic usage patterns and expected weather conditions, the amount of gas that must be delivered daily by a Marketer.

“Force Majeure” - An “*Act of God*” or other unexpected and disruptive event beyond the control of buyer or seller which interferes with or precludes a party’s ability to perform under a contract. A force majeure clause in a contract is intended to excuse a party from performing a contract obligation if the event asserted is of the type specifically included within the language of the clause. It is strictly construed by most Courts.

“Forced Balancing Operational Flow Orders” - Orders issued by a pipeline or LDC in difficult operational circumstances to protect the integrity of its gas system, either by restricting service or requiring affirmative action by shippers.

“Form ‘T’ Agreement” – Transportation Agreement for large Commercial and Industrial customers (greater than 50,000 therms annual use) that must be executed by the customer and National Grid.

“FT” - Firm Transportation.

“FTNNGSS” – Firm Transportation No Notice Gas Storage Service.

“Gas Day” - A period of twenty-four consecutive hours beginning at 10:00 a.m. E.S.T., and ending at 10:00 a.m. E.S.T., the next calendar day.

“Gas Supply Service (GSS)” – The furnishing of gas supply, including transportation to the Company’s City Gate, to meet a customer’s needs, exclusive of the delivery service provided by the Company under its tariff.

“Gas Week (Bid Week)” - Usually the last full week each month when gas purchasers firm up and finalize their required gas purchases and transportation arrangements for

the upcoming month. All parties (utilities, marketers, shippers, etc.) finalize their upstream and downstream transportation arrangements for the upcoming month.

“Gas Confirmation Process” - The process by which a gas supplier’s nomination to the LDC city gate is verified by the pipelines and the LDC upstream and downstream along the path of the gas suppliers.

“GSS” – Gas Storage Service.

“Human Needs Customer” - High priority customers such as residences, hospitals and nursing homes, for which failure to get gas could be life threatening.

“Interruptible Service” - Transportation service that is subject to interruption for lack of gas supply or pipeline capacity at the insistence of the gas seller or the pipeline as the case may be. (In the context of a gas purchase contract, it is sometimes referred to as “best efforts” service.) Rates for interruptible service are lower than those for firm service.

“Interstate Gas” - Natural gas transported in interstate pipelines and consumed in a state other than the one in which it was produced.

“Intrastate Gas” - Natural gas produced, sold and consumed in the same state without being transported in interstate commerce and not made subject to federal (FERC) jurisdiction.

“IT” – Interruptible Transportation.

“Involuntary Switch” – A process or situation where a customer’s Marketer is changed from one provider to another without the customer’s authorization. This type of switch includes when the Marketer goes out of business, assigns its customers to another Marketer or decides to no longer serve a particular customer, or where a customer returns to the Company as a result of a Marketer’s failure to deliver. An Involuntary Switch that is not in accordance with the “Discontinuance of Service” provision set forth in Service Classification No. 11 of the Company’s tariff is referred to as Slamming.

“Line Loss” - The amount of gas lost in a distribution system or pipeline.

“Line Pack” - Inventory of gas in a pipeline or in a gas distribution system.

“Liquefied Natural Gas” - Natural gas which has been liquefied by reducing its temperature to minus 260 degrees Fahrenheit at atmospheric pressure. It remains a liquid at minus 116 degrees Fahrenheit and 673 psig. In volume, it occupies a volume 1/600 of that of the vapor.

“Load Factor” - The ratio of the average consumption to maximum consumption for the same time period. Most commonly the average annual daily consumption divided by the maximum daily consumption during a 12-month period.

“Local Distribution Company” - The company whose primary function is to distribute gas supply procured by it or by Marketers or Direct Customers, to retail gas users. LDCs also provide transportation service to retail end users as well as other services.

“Lost and Unaccounted for Gas (LUFG)” - The difference between the quantity of gas available from all sources (purchased, transported, and locally produced) and the quantity accounted for by sales or company uses. Lost and unaccounted for gas is primarily associated with leakage, metering inaccuracies and theft.

“Market Participants” - LDCs, Marketers or their agents, Direct Customers, Pool Operators, and Pipelines involved in bringing gas to an LDC’s city gate.

“Maximum Allowable Operating Pressure (MAOP)” - The maximum pressure at which a gas system may be operated.

“Maximum Peak Day Quantity (MPDQ)” – The maximum quantity (based on 75 degree days) of gas that the customer may take on any winter day. Customers will be assigned an MPDQ in accordance with the Base and Thermal Methodology.

“Minimum Storage Inventory Level (MSIL)” – Marketers participating in Monthly Balancing must meet storage levels based on released storage capacity upstream of NM’s City Gate from October 1 through March 15.

“Mcf” - One thousand cubic feet. The average domestic user consumes 100 – 200 Mcf annually. Very roughly, 1 Mcf = 1 MMBTU = 1 Dth = 1 gigajoule.

“MMBTU” - One million British Thermal Units.

“MMcf” - One million cubic feet.

“New York Mercantile Exchange (NYMEX)” - A shipper’s request to move a certain volume of gas on a pipeline during a given period. Most nominations are made on a daily basis, although intraday nominations are required by NAESB standards and hourly nominations are possible on some pipeline systems.

“Normal Degree Day” - Estimated (normalized) degree-days for a given day based on historical average.

“Normalized” - Adjusted for weather using weather normalization (degree-day) factors.

“North American Energy Standards Board, Inc (NAESB)” - A non-profit North American industry association whose mission is “to develop and promote standards to simplify and expand electronic communications, and to simplify and streamline business practices that will lead to a seamless marketplace for natural gas.”

“Peak Day” - The day in which the highest volume of gas is delivered into the utility’s system in order to meet usage demands.

“Peak Month” - The month in which the highest volume of gas is delivered into the utility’s system in order to supply usage demands.

“Pool Operator” – An eligible Marketer or other qualified entity responsible for deliveries, balancing, and settlement activities for a Direct Customer or another Marketer.

“Pools” - Pools are groups of customers supplied by one Marketer.

“Pooling Point” - A physical or logical point where gas is aggregated from many receipt points to serve a number of contracts without tying a particular receipt point to a particular contract. Pooling points have traditionally been thought of as mainline pipeline receipt points. Under Order 636 that definition was expanded to include places where title passes from the gas merchant to the shipper, or where aggregation, balancing and penalties are determined. Order 636 prohibits tariffs that inhibit the development of pooling points.

“Pro Rata Allocation” - Methodology that allows all customers within a defined group or pool to receive the same proportion of gas available as their portion of total volumes under contract (as opposed to first-come, first-served).

“PSC” – Public Service Commission.

“Receipt Point” - The point at which gas is delivered into a pipeline, such as the interconnection between a producer’s production (or processing) facilities and the pipeline system.

“Sales Service” – Service provided under Service Classification Nos. 1, 2, or 3.

“SupplierSelect Program” – The distribution and delivery by the Company to the customer of natural gas furnished by the customer or by a third party on the customer’s behalf pursuant to the provision of Service Classification No. 11 of the tariff.

“System Alert” - An announcement of actual or pending events that if unchecked may result in an OFO.

“The Company” – Niagara Mohawk Power Corporation d/b/a National Grid.

“Thermal Response” – The actual daily demand in dekatherms minus the non-temperature sensitive daily baseload quantity in dekatherms; thermal response is the resulting difference divided by the heating degree days on that day.

“Throughput” - The volume of gas flowing through a pipeline or distribution system.

“Voluntary Switch” – A process or situation where a customer’s energy supplier is changed from one provider to another with the customer’s direct authorization.

d. Uniform Business Practices

Appendix B

Case 98-M-1343

October 2008

Please refer to the New York State Public Service Commission website at www.dps.ny.gov under Natural Gas/Power to Choose.