

SCOTT H. DEBROFF, ESQ.
DEBROFF CONSULTING GROUP
4709 PINE RIDGE ROAD
HARRISBURG, PA 17110
TELEPHONE: (717) 230-8122
FAX: (717) 230-8125

ORIGINAL

March 23, 2004

Mr. James J. McNulty
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Post Office Box 3265
Harrisburg, PA 17105-3265

**DOCUMENT
FOLDER**

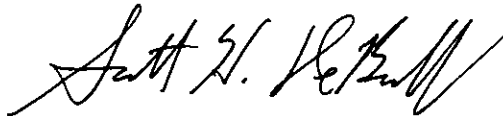
**RE: AGWAY ENERGY SERVICES, LLC – NATURAL GAS SUPPLIER LICENSE
APPLICATION FILING PURSUANT TO AGWAY ENERGY SERVICES – PA,
INC.’S PETITION TO TRANSFER IT’S LICENSE
Docket No. A-125125**

Dear Secretary McNulty:

Attached please find the **Original Affidavit of Proof of Publication**, the **Proofs of Publication** in connection with the Application Filing and the **Responses to Questions of the Bureau of Fixed Utility Services**.

If you have any questions please do not hesitate to contact me at your convenience.

Very Truly Yours,



Scott H. DeBroff, Esq.
Counsel for Agway Energy Services LLC

RECEIVED
2004 MAR 23 AM 10:14
SECRETARY'S BUREAU



AGWAY ENERGY SERVICES, PO BOX 4819, SYRACUSE, NY 13221-4819

March 18, 2004

Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Mr. James Shurskis
Bureau of Fixed Utility Services
P.O. Box 3265
Harrisburg, Pennsylvania 17105-3265

DOCUMENT
FOLDER

SECRETARY'S BUREAU

2004 MAR 23 AM 10:14

RECEIVED

AGWAY ENERGY SERVICES, LLC
RE: NATURAL GAS SERVICES LICENSE APPLICATION
A- 325 125

Dear Mr. Shurskis:

Attached is the requested information from your March 3, 2004 letter requesting additional information regarding Agway Energy Services, LLC application with the Commission for a license to provide natural gas services in the Commonwealth of Pennsylvania.

Please do not hesitate to call me with any questions and/or any request(s) for additional information necessary to complete the application. Thank you for your help.

Sincerely,

Terence X. McInerney
Director of Sales
Agway Energy Services, LLC
315-449-6714

DOCKETED
APR 21 2004

- 1.) **Affidavit attesting to publication in the appropriate newspapers and Proofs of Publication.**

Response: Enclosed "Attachment A"

- 2.) **REGISTERED AGENT (Item 3.b) – Provide the telephone number and the FAX number of your registered agent.**

Response: The telephone number is (215) 563-7750 and the FAX number is (215) 563-7771

- 3.) **STANDARDS, BILLING PRACTICES, ETC. (Item 16.a.) – Provide the name, title, address, telephone number and FAX number of the person and an alternate person responsible for addressing customer complaints.**

Response: Primary contact for addressing customer complaints is Susan Torkelson, Sales and Operations Assistant. Phone number is (315) 449-6182 and FAX number is (315) 449-6682. Alternate is Terence X. McInerney, Director of Sales. Phone number is (315) 449-6714 and FAX is (315) 449-6682.

- 4.) **STANDARDS, BILLING PRACTICES, ETC. (Item 16.b.) – Provide a copy of all standard forms or contracts that you use, or propose to use, for service provided to residential customers.**

Response: "Attachment B" to this letter is a copy of our standard agreement. Also included is a copy of a brochure that we use with residential customers, "Choosing a Natural Gas Supplier".

- 5.) **FINANCIAL FITNESS (Item 17.b.) – Provide a professional resume for Terence X. McInerney.**

Response: Professional resume for Terence X. McInerney provided as "Attachment C".

- 6.) **TECHNICAL FITNESS (Item 8) – Provide the number of residential, small commercial and farm customers you presently serve in each active NGDC in Pennsylvania and the total sales volume or revenue by customer class and NGDC.**

**DOCUMENT
FOLDER**

Response: Due to the confidential nature of this request, Agway has requested additional dialogue on this response.

- 7.) **BONDING – Proof of compliance with the bonding requirement at 66 Pa. C.S. 2208(c) of the Natural Gas Choice and Competition Act. Section 2208(c) provides that a license applicant shall furnish the Commission with proof that it has obtained the necessary bond or other financial security for each natural gas distribution company in whose territory the license applicant will provide service to retail customers. Therefore, provide proof to the Commission that the Applicant has met the bonding requirements of the following: Columbia Gas of Pennsylvania, Inc. and The Peoples Natural Gas Company.**

Response: Please see “Attachment D and E “ regarding bonding compliance with Columbia Gas of Pennsylvania and The Peoples Natural Gas Company respectively.

RECEIVED

2004 MAR 23 AM 10: 15

SECRETARY'S BUREAU

"ATTACHMENT A"

AFFIDAVIT

[Commonwealth/State] of: New York

ss.

County of Onondaga

Russ Miller, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the Director (Office of Affiant) of Agway Energy Services, LLC (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That Agway Energy Services, LLC, the Applicant herein certifies that it has caused the notice of the filing of its license applica published in the following newspapers on _____:

- The Erie Times-News 3/1/04
 - The Williamsport Sun Gazette 3/1/04
 - The Scranton Times 2/27/04
 - The Patriot News 2/28/04
 - The Philadelphia Inquirer 3/8/04
 - The Pittsburgh Post Gazette 3/1/04
- A copy of the notice as it appeared in each of the above newspapers is attached. Noted on each copy is the newspaper section (name, number or letter), if applicable, and the page number on which the notice appeared.

That Agway Energy Services, LLC the Applicant will submit to the Commission the proof of publication from each newspaper in which notice of the application filing was published as soon as it is available.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

Russell P. Miller

Signature of Affiant

Sworn and subscribed before me this 3rd day of February, 2004

Cynthia R. Mills

Signature of official

Notary Public, State of New York

Qualified in Madison Co. 01MI6024475

My commission expires Commission Expires May 10, 2007

DOCKETED
APR 21 2004

**DOCUMENT
FOLDER**

OATH of PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

AGWAY ENERGY SERVICES
PO BOX 4819
SYRACUSE NY 13221-4819

REFERENCE: L0002844
0000479469 PENNSYLVANIAPUBLICUT

STATE OF PENNSYLVANIA)
COUNTY OF ERIE) SS:

James E. Dible being duly sworn, deposes and says that he is the Publisher of the Times Publishing Company, which publishes: the Erie Times-News, established October 2, 2000, a daily newspaper of general circulation, successor, by consolidation, of the Morning News, established January 1957, and the Erie Daily Times, established April 1888, daily newspapers of general circulation, and published at Erie, Erie County, Pennsylvania, and that the notice of which the attached is a copy published, in the regular editions of said newspaper of the dates referred to below. Affiant further deposes that he is duly authorized by the TIMES PUBLISHING COMPANY, publisher of The Erie Times-News to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.

PUBLISHED ON: 03/01

PENNSYLVANIA
PUBLIC UTILITY
COMMISSION
NOTICE
APPLICATION of Agway Energy Services, LLC For Approval To Offer, Render, Furnish Natural Gas Supply Services as a Marketer/Broker or Aggregator Engaged in The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania, Docket No. A-125125. On February 23, 2004, Agway Energy Services, LLC filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, (2) a broker/marketer engaged in the business of supplying natural gas, and (3) an aggregator engaged in the business of providing natural gas supply services. Agway Energy Services, LLC proposes to sell natural gas and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Agway Energy Services, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Agway Energy Services, LLC attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is A-125125. By and through Counsel: Scott H. DeBroff, Esq. Agway Energy Services, LLC P.O. Box 4819 Syracuse, New York 13221 Phone 1-888-762-4729 Fax 1-315-449-6682 (3-479469-NT-1)

TOTAL COST: 164.80 AD SPACE: 68 LINE
FILED ON: 03/01/04

Sworn to and subscribed before me this

3rd day of March 2004
NOTARY: Marybeth Swoger

Affiant: James E. Dible

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marybeth Swoger, Notary Public
City Of Erie, Erie County
My Commission Expires Oct. 6, 2007
Member, Pennsylvania Association Of Notaries

DOCKETED
APR 21 2004

**DOCUMENT
FOLDER**

PROOF OF PUBLICATION OF NOTICE IN THE WILLIAMSPORT SUN-GAZETTE UNDER ACT NO. 587, APPROVED MAY 16, 1929

STATE OF PENNSYLVANIA
COUNTY OF LYCOMING

SS:

John Yanner Publisher of the Sun-Gazette Company, publishers of the Williamsport, Sun-Gazette, successor to the Williamsport Sun and the Gazette & Bulletin, both daily newspapers of general circulation, published at 252 West Fourth Street, Williamsport, Pennsylvania, being duly sworn, deposes and says that the Williamsport sun was established in 1870 and the Gazette & Bulletin was established in 1801, since which dates said successor the Williamsport Sun-Gazette has been regularly issued and published in the County of Lycoming aforesaid, and that a copy of the printed notice is attached hereto exactly as the same was printed and published in the regular editions and issues of said Williamsport Sun-Gazette on the following dates, viz:

March 1, 2004 **DOCKETED**
APR 21 2004

Affiant further deposes that he is an officer daily authorized by the Sun-Gazette Company, publisher of the Williamsport Sun-Gazette, to verify the foregoing statement under oath and also declares that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all the allegations in the foregoing statement as to time, place and character of publication are true.

[Signature]
SUN-GAZETTE COMPANY

Sworn to and subscribed before me
the 1st day of MARCH 2004
Cathy A. Billey
Notary Public

NOTARIAL SEAL
CATHY A. BILLEY, Notary Public
City of Williamsport, Lycoming County
My Commission Expires May 12, 2007

STATEMENT OF ADVERTISING COSTS

DOCUMENT
FOLDER

To the Sun-Gazette Company, Dr:
For publishing the notice attached
hereto on the above state dates \$ 193.28
Probated same \$
Total \$ 193.28

PENNSYLVANIA
PUBLIC UTILITY
COMMISSION
NOTICE

Application of Agway Energy Services, LLC For Approval to Offer, Render, Furnish Natural Gas Supply Services as a Marketer/Broker or Aggregator Engaged in the Business of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania, Docket No. A-125125.

On February 23, 2004, Agway Energy Services, LLC filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, (2) a broker/marketer engaged in the business of supplying natural gas, and (3) an aggregator engaged in the business of providing natural gas supply services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Agway Energy Services, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Agway Energy Services, LLC attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is A-125125.

By and through Counsel:
Scott H. DeBroff, Esa.
Agway Energy Services, LLC
P.O. Box 4819 Syracuse,
New York 13221
Phone 1-888-982-4929
Fax 1-315-449-6682

The Scranton Times

PENN AVENUE AT SPRUCE STREET • P.O. BOX 3311 • SCRANTON, PA 18505-3311

PHONE (570) 348-9100

ADVERTISER CLIENT

7 BILLED/ACCOUNT NO.
221040

2 BILLED ACCOUNT

6 TERMS OF PAYMENT
SEE OTHER SIDE

5 BILLING PERIOD	
2/27/04	2/27/04
3 INVOICE NO.	4 BILLING DATE
	2/27/04

AGWAY ENERGY SERVICES LLC
PO BOX 4819
SYRACUSE NY 13221

LEGAL BILL

10 DATE	11 REFERENCE NUMBER	12 CHARGES OR CREDITS DESCRIPTION/PRODUCT CODE	13 SAU/ DIMENSIONS	14 TIMES	15 BILLED UNITS	16 RATE	17 GROSS AMOUNT	18 NET AMOUNT
27	3296581	PUC NOTICE	67	1	67.00	2.73		182.91
27	3296581	AFF CHG 2/27/04		1				5.00

THE SCRANTON TIMES (UNDER ACT P.L. 877 NO. 160, JULY 9, 1976)
COMMONWEALTH OF PENNSYLVANIA COUNTY OF LACKAWANNA

LORI TRYGAR BEING DULY SWORN ACCORDING TO LAW DEPOSES AND SAYS THAT SHE IS ACCOUNTING CLERK FOR THE SCRANTON TIMES, OWNER AND PUBLISHER OF THE SCRANTON TIMES, A NEWSPAPER OF GENERAL CIRCULATION, ESTABLISHED IN 1870, PUBLISHED IN THE CITY OF SCRANTON, COUNTY AND STATE AFORESAID, AND THAT THE PRINTED NOTICE OR PUBLICATION HERETO ATTACHED IS EXACTLY AS PRINTED IN THE REGULAR EDITIONS OF THE SAID NEWSPAPER ON THE FOLLOWING DATES, VIZ.: HG 2/27/04

AFFIANT FURTHER DEPOSES AND SAYS THAT NEITHER THE AFFIANT NOR THE SCRANTON TIMES IS INTERESTED IN THE SUBJECT MATTER OF THE AFORESAID NOTICE OR ADVERTISEMENT AND THAT ALL ALLEGATIONS IN THE FOREGOING STATEMENT AS TIME, PLACE AND CHARACTER OF PUBLICATION ARE TRUE

SWORN AND SUBSCRIBED TO BEFORE ME
THIS 01 DAY OF MARCH A.D. 2004.

NOTARIAL SEAL
CAROLYN A TIMLIN
Notary Public
CITY OF SCRANTON
LACKAWANNA COUNTY
My Commission Expires Dec 2, 2007

(NOTARY PUBLIC)

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Application of Agway Energy Services, LLC For Approval To Offer, Render, Furnish Natural Gas Supply Services as a Marketer/ Broker or Aggregator Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania, Docket No. A-125125. On February 23, 2004, Agway Energy Services, LLC filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, (2) a broker/ marketer engaged in the business of supplying natural gas supply services, and (3) an aggregator engaged in the business of providing natural gas supply services. Agway Energy Services, LLC proposes to sell natural gas and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Agway Energy Services, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Agway Energy Services, LLC attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is A-125125. By and through Counsel: Scott H. DeBroff, Esq. Agway Energy Services, LLC, P.O. Box 4819 Syracuse, New York 13221 Phone 1-888-982-4929 Fax 1-315-449-6682

DOCKETED
APR 21 2004

24 CONTRACT PERFORMANCE			
EXPIRATION DATE	REQUIREMENT	CURRENT MONTH	CUMULATIVE

22 CURRENT NET AMOUNT	25 TOTAL NET AMOUNT DUE
187.91	

AMOUNT OF PAYMENT

26 BILLED/ACCOUNT NO. 27
221040 AGWAY E

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

REMITTANCE ADVICE DOCUMENT FOLDER
PENN AVENUE AT SPRUCE STREET
PHON

The \$

NTON, PA 18505-3311

NAME
LLC

TERMS OF PAYMENT

MONTHLY

PAYABLE LAST DAY OF MONTH FOLLOWING BILLING DATE.
A 1% PER MONTH FINANCE CHARGE WILL BE ADDED TO PAST
DUE BALANCES. THIS IS AN ANNUAL PERCENTAGE RATE OF 12%

WEEKLY: PAYABLE ON RECEIPT OF THIS INVOICE

LEGEND

The 29 elements of the Standard Advertising Invoice (SAI)

- | | |
|----------------------------------------------------|------------------------------------|
| 1. Name and Address of Newspaper, and
Phone No. | 15. SAU/Dimensions |
| 2. Billed Account Name and Address | 16. Times Published |
| 3. Invoice/Document Number | 17. Billed Units |
| 4. Billing Date | 18. Applicable Rate |
| 5. Billing Period | 19. Gross Amount |
| 6. Terms of Payment | 20. Net Amount |
| 7. Billed Account Number | 21. Current Gross Amount |
| *8. Advertiser/Client Number | 22. Current Net Amount Due |
| 9. Advertiser/Client Name | *23. Cash Discount |
| 10. Date of Insertion | 24. Aging of Past Due Amounts |
| 11. Newspaper's Reference Number | 25. Total Net Amount Due |
| 12. Other Charges or Credits | 26. Billed Account Number |
| 13. Description | 27. Billed Account Name |
| 14. Product/Service Code | 28. Name and Address of Advertiser |
| | 29. Contract Performance |

Mr. Commission Expires Dec 5, 2003
LACKAWANNA COUNTY
CITY OF SCRANTON
NOTARY PUBLIC
CAROLYN L. MCKAY
1000 N. 10TH ST.
SCRANTON, PA 18503

The elements shown above appear on the face of the invoice and are identified by number.

* NOT APPLICABLE

BE A FOSTER PARENT
Call KidsPeace Scranton
342-5444 800-551-2238

Childcare

BABYSITTER

4-5 days per week for 3
year old. Please respond
to: PO Box 770, Clarks
Summit, PA 18411.

THE PATRIOT NEWS
THE SUNDAY PATRIOT NEWS

Proof of Publication

Under Act No. 587, Approved May 16, 1929

Commonwealth of Pennsylvania, County of Dauphin} ss

Joseph A. Dennison, being duly sworn according to law, deposes and says:

That he is the Asst. Controller of The Patriot News Co., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office and place of business at 812 to 818 Market Street, in the City of Harrisburg, County of Dauphin, State of Pennsylvania, owner and publisher of The Patriot-News and The Sunday Patriot-News newspapers of general circulation, printed and published at 812 to 818 Market Street, in the City, County and State aforesaid; that The Patriot-News and The Sunday Patriot-News were established March 4th, 1854, and September 18th, 1949, respectively, and all have been continuously published ever since;

That the printed notice or publication which is securely attached hereto is exactly as printed and published in their regular daily and/or Sunday/ Metro editions which appeared on the 28th day(s) of February 2004. That neither he nor said Company is interested in the subject matter of said printed notice or advertising, and that all of the allegations of this statement as to the time, place and character of publication are true; and

That he has personal knowledge of the facts aforesaid and is duly authorized and empowered to verify this statement on behalf of The Patriot-News Co. aforesaid by virtue and pursuant to a resolution unanimously passed and adopted severally by the stockholders and board of directors of the said Company and subsequently duly recorded in the office for the Recording of Deeds in and for said County of Dauphin in Miscellaneous Book "M", Volume 14, Page 317.

PUBLICATION
COPY

Miscellaneous Notices

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Application of Agway Energy Services, LLC For Approval To Offer, Render, Furnish Natural Gas Supply Services as a Marketer/Broker or Aggregator Engaged In The Business Of Supplying Natural Gas Supply Services. To The Public In The Commonwealth Of Pennsylvania Docket No. A-125125.

On February 23, 2004, Agway Energy Services, LLC filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, (2) a broker/marketer engaged in the business of supplying natural gas, and (3) an aggregator engaged in the business of providing natural gas supply services. Agway Energy Services, LLC proposes to sell natural gas and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Agway Energy Services, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Agway Energy Services, LLC attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is A-125125.

By and through Counsel:
Scott H. DeBroff, Esq.
Agway Energy Services, LLC
P.O. Box 4819 Syracuse, New York 13221
Phone 1-888-982-4929
Fax 1-315-449-6682

.....
Sworn to and subscribed before me this 1st day of March 2004 A.D.

Notarial Seal
Terry L. Russell, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires June 6, 2006
NOTARY PUBLIC
Member, Pennsylvania Association of Notaries My Commission expires June 6, 2006

AGWAY ENERGY SERVICES, LLC
ATTN: SUSAN TORKELSON
P.O. BOX 4819
SYRACUSE, NY 13221-4819

Statement of Advertising Costs

To THE PATRIOT-NEWS CO., Dr.
For publishing the notice or publication attached hereto on the above stated dates

Total	\$ 232.75
-------	-----------

Publisher's Receipt for Advertising Cost

publisher of The Patriot-News and The Sunday Patriot-News, newspapers of general receipt of the aforesaid notice and publication costs and certifies that the same have

By.....

DOCKETED
APR 21 2004

DOCUMENT
FOLDER

Proof of Publication In The Philadelphia Inquirer
Under Act. No 160, P.L. 877, July 9, 1976

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

Anna Dickerson being duly sworn, deposes and says that **The Philadelphia Inquirer** is a daily newspaper published at Broad and Callowhill Streets, Philadelphia County, Pennsylvania, which was established in the year 1829, since which date said daily newspaper has been regularly published and distributed in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions and issues of said daily newspaper on the following dates:

March 8, 2004

Affiant further deposes and says that he is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that he is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

Anna Dickerson

Sworn to and subscribed before me this 8th day of
March, 2004.

Margaret C. Ruchalski
Notary Public

My Commission Expires:

NOTARIAL SEAL
Margaret C. Ruchalski, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 27, 2006

Copy of Notice of Publication

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

Application of Agway Energy Services, LLC For Approval To Offer, Render, Furnish Natural Gas Supply Services as a Marketer/Broker or Aggregator Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania, Docket No. A-125125.

On February 23, 2004, Agway Energy Services, LLC filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, (2) a broker/marketer engaged in the business of supplying natural gas, and (3) an aggregator engaged in the business of providing natural gas supply services. Agway Energy Services, LLC proposes to sell natural gas and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Agway Energy Services, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Agway Energy Services, LLC attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is A-125125.

By and through Counsel:
Scott H. DeBroff, Esq.
Agway Energy Services, LLC
P.O. Box 4819 Syracuse, New York 13221
Phone 1-888-982-4929
Fax 1-315-449-6682

DOCKETED
APR 21 2004

**DOCUMENT
FOLDER**

Proof of Publication of Notice in Pittsburgh Post-Gazette

Under Act No. 587, Approved May 16, 1929, P.L. 1784, as last amended by Act No. 409 of September 29, 1951

Commonwealth of Pennsylvania, County of Allegheny, ss: M. Goodwin, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

01 of March, 2004

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette; that, as such agent, affiant is duly authorized to verify the foregoing statement under oath; that affiant is not interested in the subject matter of the aforesaid notice or publication; and that all allegations in the foregoing statement as to time, place and character of publication are true.

COPY C PUBLICATION

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Application of Agway Energy Services, LLC For Approval To Offer, Render, Furnish Natural Gas Supply Services as a Marketer/Broker or Aggregator Engaged in The Business Of Supplying Natural Gas Supply Services To The Public In The Commonwealth Of Pennsylvania. Docket No. A-125125.

On February 23, 2004, Agway Energy Services, LLC filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, (2) a broker/ marketer engaged in the business of supplying natural gas, and (3) an aggregator engaged in the business of providing natural gas supply services. Agway Energy Services, LLC proposes to sell natural gas and related services throughout all of Pennsylvania under the provisions of the new natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Agway Energy Services, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Agway Energy Services, LLC attorney at the address listed below. Please include the PUC's docket number on any correspondence, which is A-125125.

By and through Counsel: Scott H. DeBrott, Esq. Agway Energy Services, LLC P.O. Box 4819 Syracuse, New York 13221 Phone 1-888-987-4929 Fax 1-315-449-6682

M. Goodwin
PG Publishing Company

Sworn to and subscribed before me this day of:
March 01, 2004

Mary E. Wazengger

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Mary E. Wazengger, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Feb. 18, 2008
Member, Pennsylvania Association of Notaries

DOCKETED
APR 21 2004

STATEMENT OF ADVERTISING COSTS

Agway Energy Services
P.O. Box 4819
Syracuse NY 13221-4819

DOCUMENT FOLDER

To PG Publishing Company

Total -----\$497.00

Publisher's Receipt for Advertising Costs

PG Publishing Company, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby received advertising and publication costs and certifies that the same have been fully paid.

PG Publishing Company, a Corporation, Publisher of Pittsburgh Post-Gazette, a Newspaper of General Circulation

By _____

PG PUBL acknowledge

34 Boulevard
PITTSBURGH
Phone 41

I hereby certify matter of said

you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended by the court without your being present. You have a right to be represented at the hearing by a lawyer. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Lawyer Referral Service, The Allegheny County Bar Association, 920 City-County Building, Pittsburgh, PA 15219, Telephone (412) 261-0518, Michael H. Woicik, County Solicitor, Nicole D. Manison, Attorney at Law, Children, Youth and Families, 341 Smithfield Street, Pittsburgh, PA 15222, (412) 350-4720, Attorneys for Petitioner.

This is the original Proof of Publication and receipt for the Advertising costs in the subject

Attorney for

"ATTACHMENT B"

RECEIVED

2004 MAR 23 AM 10:15

SECRETARY'S BUREAU

Natural Gas Disclosure Statement

Agway Energy Services, LLC. 12/15/03 Columbia HHRP Welcome Letter

This is an agreement for natural gas service, between Agway Energy Services, LLC. ("Agway, LLC") and; John Smith, 2 Any St., YORK HAVEN, PA 17370-0000 (Print customer's name & full address) NATURAL GAS & HHRP NATURAL GAS & HHRP, NATURAL GAS & HHRP, NATURAL GAS & HHRP NATURAL GAS & HHRP (Service address).

BACKGROUND

We at Agway, LLC are licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Our PUC License Number is A-110114.

We set the commodity prices and charges that you pay. The Public Utility Commission regulates distribution prices and services.

You will be billed monthly by Agway, LLC or your Utility for natural gas delivered under this Agreement at the price agreed to herein.

Right of Recision: You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure.

DEFINITIONS

Commodity Charges: The charges for the natural gas produced which is sold in either cubic feet or dekatherms.

TERMS OF SERVICE

1. **Variable Rate Option:** Your initial price including all Pennsylvania state taxes, shall be \$6.995/ Mcf which can vary monthly to reflect market conditions but will be no lower than \$2.00/ Mcf or higher than \$50.00/Mcf. Sales and use taxes will be separately charged.

Monthly Natural Gas Cost* If You Use:			
Program	15mcf	80mcf	120mcf
Variable Rate** (SmartRate)	\$104.93	\$559.60	\$839.40
Fixed Rate (FixedRate)	N/A	N/A	N/A

*Above costs represent natural gas costs only. Utility costs to transport natural gas to your house is additional.

**Variable (SmartRate) is cost only for month noted on reverse side. Variable Rate cost of natural gas will change monthly.

2. Length of Agreement

You will buy your natural gas services for the above street address from Agway, LLC beginning on a date set by your Natural Gas Distribution Company and will continue for 2 year(s).

3. Special Terms & Conditions

- (a) **Security Deposit:** Agway, LLC may request a customer credit report and require the customer to provide a security deposit before providing basic service. We may perform a credit check according to applicable regulations.
- (b) **Liability:** No party will be liable for any direct, punitive, incidental, consequential, exemplary, indirect, third-party claims are based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this agreement.
- (c) **Force Majeure:** You and Agway, LLC are relieved of your obligations under this agreement during a Force Majeure, defined as an event or cause not reasonably within the control of a party and which by exercise of due diligence cannot be prevented or overcome.
- (d) **Agency:** Agway, LLC -PA is appointed agent for the purpose of acquiring natural gas supplies, contracting for and administering transportation and other related services.

4. Penalties, Fees and Exceptions

If you do not pay your bills on time we will charge you a late payment fee of 1.5% per month. We will charge you a returned check fee of \$20.

5. Cancellation Provisions

If you do not pay your bills on time, we will cancel this agreement by providing you with fifteen (15) days prior written notice.

You may cancel this agreement by providing us with thirty (30) days prior written notice in the event that you move from the location noted above.

6. Agreement Expiration/Change In Terms

If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date or if we propose to change our terms of service, we will send you written notice in the third and second bills for supply charges or in separate mailings before either the expiration date or the effective date or the effective date of the changes. We will explain your options in these two advance notices. Agway, LLC reserves the right to pass along increases in Utility charges applied directly to Agway (e.g. accounts receivable billing charges, etc.), which are the result of Public Utility Commission Orders or actions.

7. Dispute Procedures

Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

Contact Information:

Agway Energy Services, LLC

333 Butternut Drive

DeWitt, NY 13214

Tel. No.: 1-888-982-4929

Fax: (315) 449-6682

On the web at www.agwayenergy.com

Natural Gas Distribution Company Name and Provider of Last Resort:

Columbia Gas of Pennsylvania, Inc

650 Washington Road

Pittsburgh, Pennsylvania 15228

Tel. No. 1-888-275-4674

Universal Service Program Name: Columbia Gas of Pennsylvania Choice Program Tel. No.: 1-888-275-4674

Public Utility Commission (PUC)

Tel. No. (412) 244-2626 or 1-800-764-0111

P.O. Box 3265

Harrisburg, PA 17105-3265

Natural Gas Competition Hotline:

1-888-782-3228

RECEIVED
2001 MAR 23 AM 10: 15
SECRETARY'S BUREAU

"ATTACHMENT C"

Question 17B:

Financial Fitness:

Terence X. McInerney's professional resume is presented below:

Terence X. McInerney is Director of Sales for the Applicant. He has served in this role of implementing and coordinating the sales and marketing activities of Agway Energy Services electric and natural gas retail access activity on five (5) New York and (2) Pennsylvania Utilities.

Mr. McInerney joined Agway in 1978 and has held a variety of sales, procurement, human resource and operations management roles in the organization. Recent positions have included his appointment as the Director of Energy Relations in 1991 where he coordinated Public and Regulatory Affairs and as the Director of Transportation and Safety in 1995 coordinating all logistical and safety activity in the organization. He was named to his current position in February of 1998.

In connection with the retail sale of natural gas, he has been responsible for identifying retail access market opportunities, developing the sales and marketing programs and the execution thereof for Agway Energy Services, LLC.

RECEIVED

2004 MAR 23 AM 10:15

SECRETARY'S BUREAU

"ATTACHMENT D"

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (the "Guaranty") is made this 23rd day of December, 2003 by Suburban Propane Partners, L.P., a corporation organized under the laws of the State of Delaware (the "Guarantor"), in favor of Columbia Gas of Pennsylvania, Inc. (the "Creditor").

PRELIMINARY STATEMENT

WHEREAS, Creditor may in the future enter into transactions involving gas energy which transactions are evidenced by a Supplier Pooling Agreement (as amended, extended or renewed, the "Agreement") with Agway Energy Services, LLC. (the "Debtor"), whereby Creditor may extend credit or other financial accommodations to Debtor, and

WHEREAS, Creditor has required, as a prerequisite to extending credit or other financial accommodations to Debtor, that Guarantor execute and deliver this Guaranty, and Guarantor is willing to execute and deliver this Guaranty to secure Debtor's current and future performance obligations to Creditor, and

WHEREAS, Creditor reserves the right, at any time, to require additional prerequisites to the extension of future credit.

AGREEMENT

NOW THEREFORE, in consideration of and as inducement for Creditor to enter into agreements with Debtor to extend credit or other financial accommodations to Debtor, Guarantor hereby covenants and agrees with Creditor as follows:

Section 1. ***Obligations Guaranteed.*** Guarantor unconditionally and irrevocably guarantees the payment and performance, when due, of each and every obligation of Debtor to Creditor, whether now existing or hereafter arising, under the Agreement and all other agreements executed in favor of, and delivered to, Creditor pursuant to the Agreement. All obligations guaranteed by Guarantor pursuant to this Guaranty are hereinafter collectively referred to as the "Obligations." This is a guaranty of payment, not collection.

Section 2. ***Unconditional Obligations.*** Guarantor's obligations under this Guaranty are absolute and unconditional and, subject to Section 5, shall remain in full force and effect until all Obligations of Debtor shall have been paid and/or performed and discharged in full.

Section 3. ***Independent Obligation.*** In the event of any default by Debtor, Creditor shall have the right to proceed first and directly against Guarantor under this Guaranty without proceeding against any other person or entity or exhausting any other remedies which it may have and without resorting to any other security held by it.

Section 4. ***Effect of Bankruptcy.*** In the event that, pursuant to any insolvency, bankruptcy, reorganization, receivership or other debtor relief law, or any judgment, order or decision thereunder, Creditor must rescind or restore any payment, or any part thereof, received by Creditor, any prior release or discharge from the terms of this Guaranty shall be without effect and this Guaranty shall remain in full force and effect. It is the intention of Debtor and Guarantor that Guarantor's obligations hereunder shall not be discharged except by Guarantor's payment and performance of such obligations and then only to the extent of such payment and performance.

Section 5. ***Continuing Obligation.*** This Guaranty shall continue in full force and effect until ten (10) days after receipt by Creditor of Guarantor's notice to revoke; provided, that this Guaranty shall continue in full force and effect after any such revocation with respect to any Obligations existing at the date of revocation or to accrue thereafter with respect to Obligations existing at such date.

Section 6. ***Waiver of Defenses.*** The liability of the Guarantor under this Guaranty shall be absolute and unconditional irrespective of, and the Guarantor's obligations under this Guaranty shall not be impaired or released as a result of, (a) any lack of enforceability of any of the Obligations; (b) any change of the time, manner or terms of payment of, or in any other terms of, any of the Obligations; (c) any change in, or extension of, the time of payment or any renewal, increase or alteration of, any Obligation; (d) any law, regulation or order of any jurisdiction affecting any term of any of the Obligations or the Debtor's rights with respect thereto; (e) any release or partial release of any other guarantor or other obligor in respect of any of the Obligations; (f) any modification, amendment, waiver or renewal of, or consent to departure from, any agreement or instrument relating to any of the Obligations; (g) any settlement, compromise, discharge, exchange, release of any Obligation or all or any part of any security for any of the Obligations; (h) the Creditor's exercise or failure to exercise any rights against the Debtor, the Guarantor or others or any other action or inaction by the Creditor in respect of any of the Obligations; (i) any of the foregoing irrespective that no notice to, or consent of, the Guarantor was given or sought by the Creditor, the Debtor or any other person or entity; or (j) any other circumstance which might otherwise constitute a defense available to, or discharge of, a surety or a guarantor.

Section 7. ***Right to Set-Off.*** The Creditor may set-off or apply any and all deposits and any other property at any time held by, or any other indebtedness at any time owing by, the Creditor to the Guarantor against any Obligation of the Guarantor hereunder irrespective of whether any demand has been made hereunder or whether any of such Obligations are due, and *vice versa*.

Section 8. ***Waiver.*** Guarantor hereby expressly waives notice from Creditor of its acceptance of and reliance upon this Guaranty and any notice of credit extended hereunder. Guarantor consents to any extensions of time for the payment of said account, and to any changes in the terms of any agreement between Creditor and Debtor. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the parties hereto. The Guarantor also waives promptness, diligence, presentment to or demand of payment from anyone liable upon the Obligations, and presentment, notice of dishonor, protest and all other notices whatsoever. The Creditor's failure or delay in exercising any right, remedy or power hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise by the Creditor of any right, remedy or power hereunder preclude the Creditor from any other or future exercise of any right, remedy or power. Each and every right, remedy and power granted to the Creditor hereunder or allowed to it by law or other agreement shall be cumulative with and not exclusive of any other.

Section 9. ***WAIVER OF RIGHT TO TRIAL BY JURY.*** THE GUARANTOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY.

Section 10. *Waiver of Subrogation.* If the Guarantor shall make any payment under this Guaranty, the Guarantor will not exercise any rights which it might acquire by way of subrogation until all Obligations of Debtor have been paid in full to Creditor at which time Guarantor may exercise such right of subrogation. If any amount shall be paid to the Guarantor in violation of the preceding sentence, such amount shall be held in trust for Creditor's benefit and shall forthwith be paid to Creditor to be credited and applied to the Obligations of the Debtor whether matured or unmatured.

Section 11. *Expenses.* The Guarantor shall pay on demand all costs and expenses (including reasonable attorneys' fees) in any way relating to the Creditor's enforcement of its rights under this Guaranty.

Section 12. *Payment; Currency and Tax Indemnity.*

12.1. The Guarantor shall make each payment under this Guaranty in immediately available funds in the same currency in which the Obligation in respect of which such payment is made is denominated.

12.2. Any payment made to or received by the Creditor in a currency (the "Relevant Currency") other than the currency in which such payment is expressed to be due under this Guaranty (the "Contractual Currency") pursuant to a judgment or order of a court or tribunal of any jurisdiction shall constitute a discharge of the Guarantor only to the extent of the amount in the Contractual Currency which the Creditor is able, on the date of receipt by the Creditor of such payment in the Relevant Currency (or, in the case of any such date which is not a business day, on the next succeeding business day), to purchase with the amount so received by the Creditor on such date, taking into account the costs of any such purchase and any fees, commissions or brokerage payable in connection therewith. If the amount of the Contractual Currency which the Creditor is so able to purchase is less than the amount expressed to be due to the Creditor under or by virtue of this Guaranty, the Guarantor shall indemnify and hold the Creditor harmless against any loss or damage sustained or incurred by it or arising as a result.

12.3. All payments by the Guarantor hereunder will be made free and clear of, and without deduction or withholding for or on account of any present and future taxes, levies, imposts or duties imposed by any government or any political subdivision thereof other than taxes imposed on the overall net income of the Creditor ("Taxes") unless such deduction or withholding is required by law. If the Guarantor is required by law to make any such deduction or withholding, then the Guarantor shall pay such additional amounts as may be necessary in order that the net amount received by the Creditor, after all deductions and withholdings, shall be equal to the full amount that the Creditor would have received, after all deductions or withholdings, had such Taxes not been required to be so withheld or deducted.

12.4. In the event Guarantor's fiscal condition changes, Creditor shall have the right to demand immediate payment of any obligations from Guarantor.

Section 13. *Assignment.* This Guaranty shall be binding upon Guarantor and upon its successors and assigns and shall be for the benefit of Creditor and its successors and assigns. Replace this paragraph with language that allows assignment by either part only upon receipt of written consent from the other party..

Section 14. *Applicable Law.* This Guaranty shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to laws of such State that would require the application of the laws of any other State.

Section 15. *Severability.* In case any clause, provision or section of this Guaranty, or any application thereof, is for any reason held to be illegal, invalid, or inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof or any other clause, provision or section, and each such clause, provision or section shall be deemed to be effective and operative in the manner and to the fullest extent permitted by law.

Section 16. *Supersedes.* This Guaranty shall supersede and revoke all other previous and prior guaranties of the obligations of the Debtor under the Agreement issued by Guarantor or Agway Energy Products, LLC. to Creditor prior to the date hereof.

Section 17. *Notices.* Any notices given or required to be given hereunder shall be given to the parties at their respective addresses below either by regular mail, in person, by overnight courier service or by facsimile, which notice shall be effective upon receipt:

If to Guarantor:
Suburban Propane Partners, L.P.
Attn: Treasurer
240 Route 10 West
Whippany, NJ 07981
Fax: (973) 503-9395

If to Creditor:

Section 18. *Modification.* This Guaranty may not be modified unless the changes are in writing and signed by both parties.

IN WITNESS WHEREOF, this Guaranty was executed and effective as of the date first above written.

SUBURBAN PROPANE PARTNERS, L.P.

By: 

Name: Michael J. Dunn II

Title: SVP

Acknowledged and agreed as of the date first written above.

By: _____

Name: _____

Title: _____

RECEIVED

2004 MAR 23 AM 10: 15

1-11-04
SECRETARY'S BUREAU

"ATTACHMENT E"

Pitonzo, Mark

From: Carol_A._Miller@dom.com
Sent: Monday, March 08, 2004 12:56 PM
To: Pitonzo, Mark
Cc: Carol_A._Miller@dom.com; Joseph_A._Gregorini@dom.com; Horace_P._Payne@dom.com
Subject: RE: Agway Sale to Suburban Propane



GUARANTY.doc



Peoples GUARANTY
rev 1.doc

Hello Mark,

Dominion Peoples' Legal Department has now completed their review of the proposed modifications to the guaranty language and I have been notified that these changes have been approved.

Carol A. Miller
Transportation Contract Administrator
Dominion Peoples
625 Liberty Avenue, 19th Floor
Pittsburgh, PA 15222
Phone: 412-497-5509. Fax: 412-690-1002
Carol_A._Miller@dom.com

"Pitonzo, Mark"

<mpitonzo@agway.com> To: <Carol_A._Miller@dom.com>
cc: <Joseph_A._Gregorini@dom.com>
Subject: RE: Agway Sale to Suburban Propane
03/05/04 10:10 AM

Good morning Carol. I wanted to follow up with you relative the proposed modifications to the guaranty language. Can you give me an update? Also, please let me know if you'd like a teleconference set up to discuss.

Please advise. Thanks Carol.

Mark Pitonzo
Director of Market Development
315.449.6116 V
315.449.6682 F

Guaranty No. ____

\$

LIMITED GUARANTY

Limited Guaranty, dated as of _____, 20____, by _____, a _____ corporation, (“Guarantor”), in favor of **The Peoples Natural Gas Company d/b/a Dominion Peoples**, (“Beneficiary”).

WHEREAS, _____, a _____ corporation (“Company”), has entered into, or desires to enter into, one or more contracts or agreements for the transportation of natural gas (“Contract”) between Beneficiary and Company, setting forth the obligations to be performed by Company thereunder; and

WHEREAS, as an inducement to Beneficiary to enter into the Contract and/or extend credit terms to Company under the Contract, Guarantor is willing to guarantee the payment to Beneficiary of amounts due and owing, whether by acceleration or otherwise, by Company under the Contract, whether now in existence or hereafter arising (collectively, the “Obligations”), pursuant to the terms and conditions set forth herein.

NOW THEREFORE, because of the above recitals (which are incorporated herein) and for value received and in consideration of Beneficiary’s agreement to extend credit to and transact business with Company, Guarantor hereby agrees as follows:

1. Guarantor hereby unconditionally guarantees, on behalf of Company, the prompt and complete payment to Beneficiary of any and all due but unpaid payments that are part of Company’s Obligations, within ten (10) business days after receiving written demand for payment thereof. Notwithstanding anything to the contrary herein, Guarantor’s obligation to Beneficiary hereunder is limited to _____dollars (\$X,XXX,XXX.00) in the aggregate, plus reasonable costs and expenses incurred by Beneficiary in enforcing this Guaranty. All sums payable by Guarantor hereunder shall be made in freely transferable funds.
2. This Guaranty is one of payment and not of collection and shall apply regardless of whether recovery of all such Obligations may be or become barred by any statute of limitations, discharged, or uncollectible in any bankruptcy, insolvency of other proceeding, or otherwise unenforceable.
3. Guarantor hereby waives notice of acceptance of this Guaranty, notice of transactions entered into between Beneficiary and Company and any action taken with regard thereto, and waives presentment, demand for payment, protest, notice of dishonor or non-payment of the Obligations, suit, or the taking of and failing to take other action by Beneficiary against Company, Guarantor or others.

4. Subject to the proviso set forth below, any and all suretyship defenses are hereby waived by Guarantor, without limitation, and Beneficiary may at any time, whether before or after termination of this Guaranty, and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (1) make any change in the terms of the Obligations; (2) take or fail to take any action of any kind in respect of a security for the Obligations; (3) exercise or refrain from exercising any rights against Company or others in respect of the Obligations; (4) compromise or subordinate the Obligations, including any security therefor; or (5) apply any sums received to any indebtedness for which Company is liable, whether or not such indebtedness is an Obligation; provided, that notwithstanding the foregoing, Guarantor reserves to itself all rights, counterclaims and other defenses which Company is or may be entitled to arising from or out of the Contract, except for defenses arising out of bankruptcy, insolvency, dissolution or liquidation of Company, and the lack of validity or enforceability of the Contract or any other documents executed in connection with the Contract.
5. This Guaranty shall continue in full force and effect until 15 days after the date the Beneficiary receives written notice of termination from the Guarantor. It is understood and agreed, however, that notwithstanding any such termination this Guaranty shall continue in full force and effect with respect to all Obligations arising prior to the effective date of such termination. Guarantor further agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to bankruptcy or insolvency laws.
6. Until all Obligations are indefeasibly paid, Guarantor hereby waives all rights of subrogation, reimbursement, contribution, and indemnity from Company and any collateral held therefor, and Guarantor hereby subordinates all rights under any debts owing from Company to Guarantor, whether now existing or hereafter arising, to the prior payment of the Obligations.
7. Guarantor may not assign its rights nor delegate its obligations under this Guaranty in whole or in part, without written consent of Beneficiary, and any purported assignment or delegation absent such consent is void, except for an assignment to a partnership, corporation, trust, or other organization in whatever form that succeeds to all or substantially all of Guarantor's assets and business and that assumes such obligations by contract, operation of law, or otherwise. Upon any such assignment and assumption of obligations, and, if required, the written consent of Beneficiary, which consent shall not be unreasonably withheld, Guarantor shall be relieved of and fully discharged from all obligations hereunder, whether such obligations arose before or after such assignment and assumption.
8. The failure of Beneficiary to enforce any of the provisions of this Guaranty at any time or for any period of time shall not be construed to be a waiver of any such provision or

the right thereafter to enforce the same. All remedies of Beneficiary shall be cumulative. The terms and provisions hereof may not be waived, altered, modified, or amended except in a writing executed by Guarantor and a duly authorized officer of Beneficiary.

9. This Guaranty is the entire and only agreement between Guarantor and Beneficiary with respect to the guaranty of the Obligations of Company by Guarantor. All representations, warranties, agreements, or undertakings heretofore or contemporaneously made, which are not set forth herein, are superseded hereby.
10. All notices and communications to Guarantor under this Guaranty, until Beneficiary is notified to the contrary in writing, shall be personally delivered or sent by U.S. mail, or overnight delivery, postage prepaid, addressed to Guarantor at:

(Guarantor Notice Info)

11. All notices and communications to Beneficiary under this Guaranty, until Guarantor is notified to the contrary in writing, shall be personally delivered or sent by U.S. mail, or overnight delivery, postage prepaid, addressed to Beneficiary at:

The Peoples Natural Gas Company
d/b/a Dominion Peoples
Attn : Rates Department—19th Floor
625 Liberty Avenue
Pittsburgh, PA 15222

12. Guarantor hereby represents and warrants to Beneficiary that the execution, delivery and performance hereof by it are within its corporate powers and have been duly authorized by all necessary corporate action and that this Guaranty constitutes its legal, valid and binding obligation.
13. Subject to Paragraph 5 hereof, this Guaranty and the obligations of Guarantor hereunder shall (i) apply to support the obligations of any transferee or successor of the Company to which the Contract(s) are assigned or into which the Company is consolidated, amalgamated, merged or had all or substantially all of its assets transferred and (ii) shall remain in effect with regard to any transferee or successor of the Beneficiaries to which the Contract(s) are assigned or into which either of the Beneficiaries is consolidated, amalgamated, merged or had all or substantially all of its assets transferred.
14. This Guaranty shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to principles of conflict of law. Guarantor and Beneficiary irrevocably waive any objections, which they may have now or hereafter to (i) the personal or subject matter jurisdiction of the Courts of

the Commonwealth of Pennsylvania, (ii) the venue of any proceedings brought in the Courts of the Commonwealth of Pennsylvania, or (iii) that such proceedings have been brought in a non-convenient forum. Any final judgment (after appeal or expiration of time for appeal) entered by such Court shall be conclusive and binding upon the parties and may be enforced in the courts or any other jurisdiction to the fullest extent permitted by law.

Guarantor

By: _____

Title: _____

Date: _____

S:\Contract\Forms\Guaranty