



June 14, 2019

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Room B-20, North Office Building
Harrisburg, Pennsylvania 17120

RE: National Fuel Gas Distribution Corporation's Supplement No. 207 to Tariff Gas Pa. P.U.C. No. 9

Dear Secretary Chiavetta:

Enclosed, for filing, is one copy of Supplement No. 207 to National Fuel Gas Distribution's ("the Company") Tariff Gas - Pa. P.U.C. No. 9. Supplement No. 207 updates the Company's tariff for these areas: minimum storage inventory level requirements, system access for Renewable Natural Gas (RNG), Cyber Security – Data Security Agreement, gas emergency plan, Operational Flow Order (OFO) non-performance penalty rates and miscellaneous housekeeping changes. Further explanations of the proposed changes can be found in the attached supporting documentation, which includes:

1. Filing requirements at 52 Pa. Code § 53.52
2. Attachment A - Gas Emergency Plan
3. Attachment B - RNG Filing Supporting Documents
2. Attachment C - Cyber Security Filing Supporting Documents
3. Attachment D - Income Statement TME 3/31/2019
4. Attachment E - Redlined Version of Tariff

Supplement No. 207 has an issue date of June 14, 2019 and an effective date of August 13, 2019. This filing is being electronically filed.

The Company provided notice to NGSs of its intention to file the instant tariff changes to NGSs at semi-annual "Marketer Meetings" held by conference calls held on October 9, 2018 and March 21, 2019. The Company will post the instant filing on its website and notice will be sent via email to NGSs operating in its service territory. Additionally, the Company will mail notice to DMT and DMLMT transportation customers.

Please direct any questions concerning this filing to the undersigned at (716) 857-7884, or Matt Gurney at (716) 857-7588.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Michael E. Novak".

Michael E. Novak
Asst. General Manager, Rates
And Regulatory Affairs

Enclosure

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants listed below in the manner indicated, in accordance with the requirements of §1.54 (relating to service by a participant).

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Dated this 14th day of June 2019.



Michael E. Novak
Asst. General Manager,
Rates and Regulatory Affairs

**NATIONAL FUEL GAS DISTRIBUTION CORPORATION
BUFFALO, NEW YORK**

RATES, RULES AND REGULATIONS

GOVERNING THE FURNISHING

OF

NATURAL GAS SERVICE

IN

TERRITORY DESCRIBED HEREIN

Issued: June 14, 2019

Effective: August 13, 2019

D. L. DeCAROLIS, PRESIDENT
BUFFALO, NEW YORK

This Supplement includes changes to LIRA.

See page 2.

LIST OF CHANGES MADE BY THIS TARIFF

CHANGE:

1. Elimination of outdated Rider D language.
Pages 11 and 37C.
2. Gas Emergency Plan changes regarding means of communication and web site link.
Pages 27 and 29.
3. Addition of meter standards reference for rotary and turbine meters.
Page 35C.
4. Addition of Rule 32 - Renewable Natural Gas and Rule 33 - Data Security Agreement.
Pages 35H.
5. Change to SB Transportation - OFO non-performance rates.
Pages 96.
6. Addition of Cyber Security special provisions to MMT, DMT, MMNGS, SATS, and DMLMT Rate Schedules.
Pages 108, 118, 118J, 146 and 146H.
7. Elimination of Transition Costs associated with FERC Order No. 636.
Page 121.
8. Change to storage inventory requirements.
Pages 128 and 130.

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3. DETERMINATION OF COMPANY INVESTMENT FOR UPGRADE/EXTENSION OF FACILITIES
(Cont'd)

Gas Space Heating:

Single Family Home - [(square footage x .029) - 5.4] Mcf
Apartment/Condominium - [(square footage x .024) + 3.14] Mcf
Manufactured Home - [(square footage x .0267) + 6.98] Mcf

Gas Appliances:

Gas Water Heater - 20.4 Mcf
Gas Dryer - 3.6 Mcf
Gas Range - 7.6 Mcf

Other Gas Appliances - Determined by the Company on a case-by-case basis.

(b) Commercial or Public Authority: Industrial

The Company shall estimate projected firm annual volumes on a case-by-case basis.

(2) This annual volume is then distributed into 12 monthly amounts based on an average distribution in the appropriate revenue classification. (Alternatively, the customer's annual usage estimate may be distributed according to his own historic or projected monthly load profile pursuant to the Company's review and approval.)

(3) The appropriate rate schedule is applied to each monthly volume, and the results are added to produce annual gross revenues.

(4) For each monthly volume the costs shall be determined for the portion of monthly gross revenues for recovery of purchased gas costs pursuant to applicable provisions of Rider A to this tariff and the applicable rate schedule.

(C)

The portion of monthly gross revenues for recovery of Purchased Gas Costs and Transition Costs for each month shall be added together to produce annual revenues for recovery of Purchased Gas Costs and Transition Costs.

(5) The amount calculated under item (4) above, shall be subtracted from the amount calculated under item (3) above.

(6) Additional annual revenues resulting from the upgrade/extension shall be determined by reducing the annual revenues for recovery of non-gas costs as calculated in (5) above, by the customer's currently generated annual revenues for recovery of non-gas costs, if any, as determined by the Company.

(C) Indicates Change
(D) Indicates Decrease
(I) Indicates Increase

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

26. GAS EMERGENCY PLANS

A. Definitions

The following words and terms have the following meanings unless the text clearly indicates otherwise:

- (1) Alternate fuel - Any fuel other than natural gas.
- (2) Alternate fuel capability - The installed and operable ability to use any fuel other than natural gas on a time sensitive basis.
- (3) Commercial use - Gas usage by customers engaged primarily in the sale of goods and services including consumption by office buildings, institutions and government agencies.
- (4) Essential human needs - Gas usage in any building where persons normally dwell including residences, apartment houses, dormitories, hotels, hospitals and nursing homes.
- (5) Firm service - Natural gas service offered to consumers under tariffs or contracts that anticipate no interruption.
- (6) Industrial use - Gas usage by customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power.
- (7) Interruptible service - Natural gas services that can be temporarily discontinued under term and conditions specified by tariff or contract.
- (8) Plant protection use - Minimum usage of natural gas required to prevent physical harm to an industrial or commercial consumer's facility, or danger to personnel at the facility, when the protection cannot be afforded through the use of an alternate fuel. Plant protection use includes usage necessary for the protection of the material in process as would otherwise be destroyed, but does not include deliveries required to maintain production.
- (9) Residential use - Gas usage in a residential dwelling or unit for space heating, air conditioning, cooking, water heating or other domestic purpose.

B. Natural Gas Emergency Planning

(1) The Company has filed a Natural Gas Emergency Plan ("Plan") with the Pennsylvania Public Utilities Commission ("Commission") reflecting its unique operational characteristics and design criteria. The Plan contains simplified and understandable rules and regulations so that all of the Company's customers and all natural gas suppliers licensed to provide services to their customers can have a responsive action plan in place to protect themselves and their property in the event of a crisis. The Company's Natural Gas Emergency Plan can be located at the Company's website www.nationalfuelgas.com organized with other information for utility customers and natural gas suppliers. The Company shall file revisions to the Plan when and as appropriate, or as directed by the Commission.

(C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

26. GAS EMERGENCY PLANS (Cont'd)

(2) If, in the sole judgment of the Company, there is sufficient time, the Company shall use reasonable business and operational efforts to: interrupt all interruptible services, issue operations flow orders, and call for voluntary usage reductions by all customers before taking action under subsection 3. The Company shall take these three actions sequentially to the extent feasible.

(3) In the event of an emergency as described in subsection 1, the Company may require each commercial and industrial retail and transportation customer that is not a Priority 1 customer under subsection 9 to reduce its consumption of gas.

(a) The reduction required shall be determined by the Company without regard to priorities of use, as necessary to minimize the potential threat to public health and safety.

(b) The minimum authorized usage may not be lower than the minimum usage of firm service for plant protection use.

(c) When all other service has been curtailed except for Priority 1 service and the Company continues to be unable to meet Priority 1 requirements, the Company shall utilize measures designed to minimize harm to customers if curtailments to plant protection use are found to be necessary.

(d) Consistent with the Company's responsibility to maintain system integrity at all times, the Company shall restore service as soon as practicable to any gas-fired electric generation facility that is deemed critical to electric system reliability by the electrical system's control area operator.

(4) Mandatory reduction under subsection 3 shall be for a period specified by the Company until further notice. The Company may change a customer's authorized usage, upon notice, at any time during an emergency.

(5) Mandatory reductions under subsection 3 shall be for a maximum duration of 5 business days unless extended by Commission order. As an alternative to extending mandatory reductions under subsection 3, the Commission may order the Company to initiate priority-based curtailments under subsection 6.

(6) In determining whether to order the Company to initiate priority-based curtailments, the Commission will examine whether the Company did the following:

- (a) Interrupted all interruptible services.
- (b) Issued operation flow orders.
- (c) Called for voluntary usage reduction by all customers. (C)

(7) Upon issuance of a Commission order to initiate priority-based curtailments, the Company shall provide all affected customers the maximum notice possible, via telephone, text message, fax, electronic data interchange, or any other reasonable means of notification specifying the curtailment percentage of the customer's firm gas service and resulting allowances as may be the case. (C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')
26. GAS EMERGENCY PLANS (Cont'd)

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(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

(b) Customer shall install, or cause to be installed, at no expense to Company, measuring equipment necessary in Company's judgment to accomplish accurate measurement of the gas. Company shall operate and maintain said measuring equipment. The measuring equipment will be installed, operated and maintained in accordance with the specifications of the Gas Measurement Committee of the Natural Gas Department of the American Gas Association, as amended from time to time, or by any other mutually acceptable method commonly used in the industry. Such measuring equipment shall conform to the specifications provided by Company; shall be calibrated, as Company deems necessary, by Company; shall be inspected by Company; and must be approved by Company prior to any deliveries hereunder.

Customer recognizes that it may be necessary for Company's employees, agents, or representatives, to enter the property on which said measuring equipment is located to perform such functions upon said measuring equipment as may be necessary to effectuate the provisions of a Service Agreement, and Customer hereby expressly grants Company permission to perform such functions on said measuring equipment. Customer, to the extent it is within Customer's power to do so, will grant Company such easements as may be necessary for Company's employees to enter the property on which said measuring equipment is located. In the event that easements from other parties are necessary for Company's employees, agents or representatives to enter the property on which said measuring equipment is located, Customer will acquire such easements, and agrees that the Service Agreement will not become effective until and unless such easements are acquired.

(c) Company will read the meter(s) measuring the consumption at Customer's facility at the conclusion of each billing month. Upon the request of Company, the Customer shall read such meter(s) at reasonable intervals and provide such readings to Company. Measurement shall be governed by any applicable provisions of Company's tariff, and any applicable regulations of the Pennsylvania Public Utility Commission. The pressure base shall be fourteen and sixty-five hundredths (14.65) pounds per square inch absolute. No volumetric adjustments shall be made to compensate for the difference between this pressure base and the pressure base identified in Paragraph (a) above.

(d) Each party shall have constant access to the meters and access, upon reasonable notice and during business hours, to meter charts and records.

(e) Measurement of production gas at receipt meters shall be calculated following the recommendations of the ANSI/API 2530 "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids" (A.G.A. Report No. 3) including the A.G.A. Manual for Determination of Supercompressibility Factors of Natural Gas or the A.G.A. Transmission Measurement Committee Report No. 8 "Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases" or the ANSI B109.3 "Standard for Rotary Meters" and "Measurement by Turbine Meters - Volumetric Flow Measurement" (A.G.A. Report No. 7), as appropriate to the type of measurement installed at the receipt facility, including any revisions applying thereto. If the receipt facility gas flow characteristics are such that calculations cannot be performed consistent with the above-mentioned recommendations due to a decline in production or other operational matters, the Company shall have the right to turn off a meter until a replacement meter meeting the above specifications is installed.

(C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

for the ADDQ. Additionally, if an Imbalance Holder's FSIV is less than 1,000 Mcf, it will be assigned to the Market Pricing Tier. If the Imbalance Holder does not qualify for the Market Pricing Tier under either of these safe harbors, then the Imbalance Holder's FSIV will be used to determine imbalance pricing.

The Imbalance Holder will be cashed out at the tiers, beginning at the tiers furthest from the Market Pricing Tier until the imbalance volumes within all the tiers are reduced to zero. The Market Pricing Tier will be cashed out after all other tiers have been cashed out.

Cash Out Sales and Cash Out Purchases will be reflected on the next bill issued by the Company to the Imbalance Holder following the conclusion of trading sessions.

31. CHANGES OF RULES AND REGULATIONS

The Company reserves the right to modify, alter or amend the foregoing Rules and Regulations and to make such further and other rules and regulations as experience may suggest or the Company may deem necessary or convenient in the conduct of its business provided, however, that such modifications, alterations, or amendments shall not become effective unless and until included in this tariff.

32. RENEWABLE NATURAL GAS

Renewable Natural Gas or RNG is Pipeline compatible gaseous fuel derived from biogenic or other renewable sources that has lower lifecycle CO_{2e} emissions than geological natural gas. Examples include pipeline compatible gas derived from wastewater treatment plants, landfill gas, anaerobic digestion gas, power to gas from renewable electricity or syngas.

The operating procedures applicable to RNG are provided in the Company's Operational Procedures Manual provided in the Company's Operational Procedures Manual. Parties wishing to produce RNG for delivery into Distribution's system, i.e. RNG Operators, are required to execute an RNG Interconnect Agreement as a condition of access.

RNG produced and delivered into the Company's system must meet the Company's RNG Quality Standards, as specified in the RNG Interconnect Agreement, as well as the gas quality standards specified in Rule 28 of this tariff.

33. DATA SECURITY AGREEMENT

As a condition of access to customer information via publicly available Company business systems, including but not limited to web portals, the Company will require parties requesting such access to sign a Data Security Agreement and require that parties carry and maintain Cybersecurity insurance in an amount no less than \$5,000,000 per incident. A standard form Data Security Agreement will be provided in the Company's Operational Procedures Manual.

Such requirement shall not apply to customers with usage less than 5,000 mcf per year that seek to access their own customer account information. Further, the Company may accept Cybersecurity insurance provided under another agreement, provided that such agreement is substantially identical in form and effect as the standard form Data Security Agreement.

(C) Indicates Change

The above rates shall be subject to surcharges in accordance with the provisions of Rider B - State Tax Adjustment Surcharge as set forth in this tariff. The above rates shall be changed to reflect changes to purchased gas cost rates. (C)

REAPPLICATION FOR LIRA AT A NEW ADDRESS

When one or more LIRA customers move to a new address, it will be necessary for each of them to be identified on a new LIRA application. Reapplication is necessary in order to verify the household income and to determine each adult household member who will become responsible for paying the bills at the new address. If a ratepayer, or any of the adult members of the household, has an overdue balance from a previous account, that balance will be reflected on the first LIRA bill at the new address. If a previous account was terminated for nonpayment, the ratepayer(s) must, in addition, pay a down payment toward an arrangement covering pre-LIRA Program unforgiven balances. A customer who moves to a new premise can continue with the arrearage forgiveness component of the program for the remaining months not used.

ARREARAGE FORGIVENESS

Holds are established for the preprogram arrearages. These arrearages will be shown on LIRA customer's bills. Each month the Budget Plan amount is paid on time, one twenty-fourth of the amount eligible for forgiveness is eliminated.

When a LIRA customer moves to a new address, the remaining months for arrearage forgiveness can be utilized at the new address. The hold would be placed on the new account indicating the original amount of the arrearage forgiveness and the current amount to be held or considered for forgiveness.

LIHEAP

All LIHEAP grants will be applied to the customers' LIRA program responsibility in accordance with applicable Department of Public Welfare vendor requirements.

(C) Indicates Change

SPECIAL PROVISIONS

1. A customer that has Bypass Facilities and that desires service under this rate schedule must enter into an Agreement for Service under Rate Schedule BP that specifies a volume of gas equal to, or greater than, the volume of gas specified in the Service Agreement under this rate schedule.
2. As used in this Rate schedule, the term "Bypass Facilities" does not include facilities that enable a customer to obtain "Self-Help" gas.

"Self-Help" gas refers to gas produced by the customer from gas reserves and wells owned by the customer on a tract of land owned by the customer that is contiguous to the tract of land in which the customer's manufacturing plant facilities are located.

3. SB customers shall be subject to a surcharge equal to 25 percent of the retail rates of the applicable sales rate schedule to volumes purchased by transportation customers (in excess of volumes contracted for under Rate Schedule SB) during the billing month ending in December, January, February or March and a surcharge equal to 10 percent of the retail rates of the applicable sales rate schedule to volumes purchased by transportation customers (in excess of volumes contracted for under Rate Schedule SB) during the remaining billing months when overruns by transportation customers are authorized by Company. The rates for sales of gas shall include the Distribution Charges, Gas Adjustment Charge, and the Natural Gas Supply Charge under the sales rate schedule that applies to the customer and the applicable surcharge percentage set forth above. In months when the sum of the Natural Gas Supply Charge and the Gas Adjustment Charge is less than the MMI, the applicable sales rate shall be equal to the sum of the Distribution Charges, the MMI plus all transportation costs to the Company's City Gate, and the applicable surcharge percentage applied to this rate.
4. SB Transportation MMT customers shall be subject to a penalty of Charges for Daily City Gate Underdeliveries applicable to MMNGS Suppliers plus the higher of \$25 per Dth or the DMI for that day plus all transportation costs to the Company's City Gate Company (C) has announced that overrun service is not available.

SB Transportation DMT customers shall be charged the higher of:
(1) the rate determined in item 3 above or (2) the Charges for Daily City Gate Underdeliveries applicable to MMNGS Suppliers plus (C) the higher of \$25 per Dth or the DMI for that day plus all transportation costs to the Company's City Gate when Company has issued an OFO that includes a Restriction on Access to Daily Metered Imbalances or announced that overrun service is not available.

(C) Indicates Change

K. Rates under this Rate Schedule will be recomputed in, inter alia, each of the Company's annual proceeding under Section 1307(f) of the Public Utility Code.

L. Customers who elect transportation service under this Rate Schedule shall have the right thereafter to purchase gas from the Company only to the extent that they have contracted for firm service under Rate Schedule SB for Standby Service or under Rate Schedule PSB for Priority Standby Service. Purchases of gas from the Company by MMT Customers who have not contracted for service under Rate Schedule PSB shall be subject to both the charges under the applicable sales rate schedule and all provisions of the Rate Schedule SB, including the Special Provisions, for a period of 12 months to the extent such customers continue to purchase gas from the Company.

M. Customers who elect to schedule their own gas supplies via Company's internet accessible Transportation Scheduling System and/or wish to access and/or obtain each day meter readings of the volume of gas delivered to the Company for the Customer's account and the volume of gas from the Company used by the Customer each day shall execute a Data Security Agreement pursuant to Tariff Rule 33. (C)

(C) Indicates Change

H. Service under this rate schedule shall be available only to the extent that there is sufficient capacity for such service in those portions of the Company's system affected by providing of transportation service including but not limited to, that portion of the Company's system where gas is delivered to the Company and that portion of the Company's system where gas is delivered to the Customer. In determining the Company's ability to provide transportation service, sufficient capacity in the Company's system shall be assumed. If service shall not be supplied, based upon insufficient capacity, the burden shall be on the Company to prove such capacity limitation.

I. Where gas is received by the Company for transportation service pursuant to this Rate Schedule, title to such gas shall remain vested in the Transportation Service Customer for which such gas was received for transportation. The Company's furnishing transportation service for a Transportation Service Customer shall be complete upon delivery of gas received for transportation service, except as provided in E and F, above.

J. The Company shall not be liable, under any circumstances or in any respect, to a Gas Service Customer, Transportation Service Customer, a producer of gas or any other person or entity for damages arising either directly or indirectly from interruption, curtailment or termination of transportation service.

K. Revenues produced by charges to DMT customers for overdeliveries of transportation gas to such customers shall be treated in accordance with Paragraph (b)(11) of Rider "A".

L. Customers who contract for transportation service under this Rate Schedule shall have the right thereafter to purchase gas from the Company only to the extent that they have contracted for firm service under Rate Schedule SB for Standby Service or under Rate Schedule PSB for Priority Standby Service. Purchases of gas from the Company by transportation service customers who have not contracted for service under Rate Schedule PSB shall be subject to both the charges under the applicable sales rate schedule and all provisions of the Rate Schedule SB, including the Special Provisions.

M. Customers who elect to schedule their own gas supplies via Company's internet accessible Transportation Scheduling System and/or wish to access and/or obtain each day meter readings of the volume of gas delivered to the Company for the Customer's account and the volume of gas from the Company used by the Customer each day shall execute a Data Security Agreement pursuant to Tariff Rule 33. (C)

(C) Indicates Change

RATE SCHEDULE MMNGS
MONTHLY METERED NATURAL GAS SUPPLIER SERVICE (Cont.)

In order to validate a claim of Force Majeure, the MMNGS Supplier must have a firm, non-interruptible service with the affected pipeline that is covered by the Force Majeure event and must be willing to present such agreements to the Company.

Volumes not delivered pursuant to this Special Provision must be made up by MMNGS Supplier as soon as possible at a delivery rate to be established by the Company. Any curtailed volumes which are not made-up within thirty (30) days will be sold to MMNGS Supplier at a rate of \$10.00 per Mcf.

M. Title to Gas

Supplier warrants that, at the time of delivery of gas to the Company's City Gate, Supplier or Customer shall have good title to deliver all volumes made available.

N. Control and Possession

After Supplier delivers gas or causes gas to be delivered to the Company, the Company shall be deemed to be in control and possession of the gas until it is redelivered to the Customer at Customer's meter.

O. 24 Hour Availability

Supplier shall include on the MMNGS Service Agreement a phone number by which Supplier can be reached on a twenty-four (24) hour basis.

P. Data Security Agreement

Supplier shall execute a Data Security Agreement pursuant to Tariff Rule 33.

(C)

(C) Indicates Change

RATE SCHEDULE SATC
SMALL AGGREGATION TRANSPORTATION CUSTOMER SERVICE (Cont.)

3. Small Volume Industrial Service Transportation Rates

SATC Customers that meet the qualifications under the Small Volume Industrial Service Rate Schedule classification:

Rates per Small Volume Industrial Service SATC Customer per Month:

\$65.60 Basic Service Charge
\$0.23559 per 100 cubic feet

4. Intermediate Volume Industrial Service Transportation Rates

SATC Customers that meet the qualifications under the Intermediate Volume Industrial Service Rate Schedule classification:

Rates per Intermediate Volume Industrial Service SATC Customer per Month:

\$201.91 Basic Service Charge
\$0.17678 per 100 cubic feet for the first 100,000 cubic feet
\$0.13597 per 100 cubic feet for the next 1,900,000 cubic feet
\$0.10403 per 100 cubic feet for all over 2,000,000 cubic feet

B. Miscellaneous Customer Surcharges

- (C)
1. Residential rates shall be subject to surcharges in accordance with Rider F - LIRA Discount Charge as set forth in this tariff. (C)
2. The above SATC rates shall be subject to surcharges in accordance with provisions of Rider B - State Tax Adjustment Surcharge. (C)

(C) Indicates Change

(D) Indicates Decrease

(I) Indicates Increase

Issued: June 14, 2019

Effective: August 13, 2019

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

c. Additional Assignments of ESS Storage Capacity (Cont.)

All revenues received from such storage gas transfers shall be credited as revenues for the recovery of purchased gas costs as specified in Rider A of this tariff.

Storage gas shall be transferred with released capacity effective the first day of the month as follows:

<u>Capacity Transfer Month</u>	<u>Volumes of Storage Gas Transferred as a Percentage of Released Capacity</u>
April	0%
May	0%
June	12%
July	29%
August	46%
September	63%
October	80%
November	95%
December	86%
January	68%
February	45%
March	28%

(C)

If the monthly minimum storage inventory level (expressed as a percentage) applicable to the last day of a calendar month has been relaxed, the same percentage shall apply to the volumes of storage gas transferred as a percentage of released capacity effective the first day of the following month.

(C) Indicates Change

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

e. Required ESS Storage Inventory Levels (Cont.)

In addition to meeting the City Gate balancing requirements set forth below, Suppliers must meet a minimum storage inventory level of:

12% on May 31,
29% on June 30,
46% on July 31,
63% on August 31,
80% on September 30,
95% on October 31,
86% on November 30,
68% on December 31,
45% on January 31,
28% on February 28 (February 29 in a leap year)

┌
(C)
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Any deficiency more than 2% below the required monthly minimum storage inventory level will be automatically adjusted by the Company to meet the required level. The supplier will be charged per Mcf for such automatic adjustment at the higher of \$7.00 per MCF or the DMI for that day plus all transportation costs to the Company's City Gate. For any deficiency within 2% of the required monthly minimum storage inventory level, the Supplier will be charged per Mcf for such adjustment at the DMI for that day plus all transportation costs to the Company's City Gate, unless the Company, subject to operating conditions, determines that such deficiencies need not be adjusted.

The Supplier shall be required to provide the Company with the permission necessary to allow the Company to obtain access to the supplier's storage balance information to provide assurance of compliance with the monthly storage inventory requirements.

The Company may elect to relax the monthly minimum storage inventory level applicable to all Suppliers by posting notice on its web site at least 5 business days prior to the last day of the first month to which a relaxed limit would apply.

┌
(C)
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(C) Indicates Change

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

2. When the customer's dispute has been filed within the first two billing periods since the customer should reasonably have known of a change of Suppliers and the dispute investigation establishes that the change occurred without the customer's consent, the customer shall not be responsible for any Supplier charges rendered during that period. If the customer has made payments during this period, the Supplier responsible for initiating the change of supplier shall issue a complete refund within 30 days of the close of the dispute. The refund or credit provision applies only to the natural gas supply charges.

3. A customer who has had a Supplier changed without having consented to that change shall be switched back to the original Supplier for no additional fee. Any charges involved in the switch back to the prior Supplier shall be the responsibility of the Supplier that initiated the change without the customer's consent.

4. Should a customer file an informal complaint with the Commission alleging that the customer's Supplier was changed without the customer's consent, the Bureau of Consumer Services will issue an informal decision that includes a determination of customer liability for any Supplier bills or administrative charges that might otherwise apply, rendered since the change of the Supplier.

5. The provisions of this section do not apply in instances when the customer's service is discontinued by the Supplier and subsequently provided by the Company because no other Supplier is willing to provide service to the customer.

6. Company and Suppliers shall preserve all records relating to unauthorized change of Supplier disputes for a period of three years from the date the customers filed the dispute. These records shall be made available to the Commission or its staff upon request.

W. Data Security Agreement

Supplier shall execute a Data Security Agreement pursuant to Tariff Rule 33. (C)

H. Service under this rate schedule shall be available only to the extent that there is sufficient capacity for such service in those portions of the Company's system affected by providing of transportation service including but not limited to, that portion of the Company's system where gas is delivered to the Company and that portion of the Company's system where gas is delivered to the Customer. In determining the Company's ability to provide transportation service, sufficient capacity in the Company's system shall be assumed. If service shall not be supplied, based upon insufficient capacity, the burden shall be on the Company to prove the capacity limitation.

I. Where gas is received by the Company for transportation service pursuant to this Rate Schedule, title to such gas shall remain vested in the Transportation Service Customer for which such gas was received for transportation. The Company's furnishing transportation service for a Transportation Service Customer shall be complete upon delivery of gas received for transportation service, except as provided in E and F, above.

J. The Company shall not be liable, under any circumstances or in any respect, to a Gas Service Customer, Transportation Service Customer, a producer of gas or any other person or entity for damages arising either directly or indirectly from interruption, curtailment or termination of transportation service.

K. Revenues produced by charges to DMLMT customers for overdeliveries of transportation gas to such customers shall be treated in accordance with Paragraph (b)(11) of Rider "A".

L. Customers who contract for transportation service under this Rate Schedule shall have the right thereafter to purchase gas from the Company only to the extent that they have contracted for firm service under Rate Schedule SB for Standby Service. Purchases of gas from the Company by transportation service customers under this rate schedule shall be subject to both the charges under the applicable sales rate schedule and all provisions of the Rate Schedule SB, including the Special Provisions.

M. The Company may establish a BTU conversion factor in the DMLMT service agreement for volumes of gas to be received by the Customer at a factor different from the system average BTU conversion factor applied to other transportation customers.

N. Customers who elect to schedule their own gas supplies via Company's internet accessible Transportation Scheduling System and/or wish to access and/or obtain each day meter readings of the volume of gas delivered to the Company for the Customer's account and the volume of gas from the Company used by the Customer each day shall execute a Data Security Agreement pursuant to Tariff Rule 33. (C)

(C) Indicates Change

STATEMENT OF NATIONAL FUEL GAS DISTRIBUTION CORPORATION
IN SUPPORT OF TARIFF SUPPLEMENT NO. 207 TO
TARIFF GAS – PA. P.U.C. NO. 9
52 PA. CODE § 53.52

(a) Whenever a public utility, other than a canal, turnpike, tunnel, bridge or wharf company files a tariff, revision or supplement effecting changes in the terms and conditions of service rendered, it shall submit to the Commission, with the tariff revision or supplement, statements showing the following:

- (1) The specific reasons for each change.

The Company is proposing to modify language in its tariff for various sections that pertain to gas emergency plans, the daily city gate rate charged to transportation customers for underdeliveries during Operational Flow Orders, storage inventory requirements and housekeeping changes pertaining to obsolete tariff riders and FERC Order 636 transition cost recovery. New tariff provisions are proposed to provide producers of Renewable Natural Gas with access to the Company's distribution system and to institute cyber security controls applicable to certain parties accessing customer data via the Company's systems over the internet. An explanation of the issues and changes are explained as follows:

GAS EMERGENCY PLANS

Gas Emergency Plans	Page No. 27	Proposed Modified Rule 26.B(1)
Gas Emergency Plans	Page No. 29	Proposed Modified Rule 26.B(7)

The Company is currently engaged in a process to redesign its website. The description of the link from which the Gas Emergency Plan may be accessed is being updated in a general manner. As such, the description applied equally well to the current link location.

The Company is adding text messaging to the list of media channels that may be employed to communicate curtailment information to affected Customers.

Attachment A to the instant filing contains a redline version relative to the last time it was changed in 2010. In addition to the above-described changes, the redline version includes modifications to identify PJM Interconnection LLC as the electrical system control area operator, a reference to and other non-substantive changes, e.g. formatting.

RATE APPLICABLE TO UNDERDELIVERIES DURING OPERATIONAL FLOW ORDERS

Rate Schedule SB	Page No. 96	Proposed Modified Special Provision 4
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The Company is proposing to align the rate charged to MMT, DMT & DMLMT customers for non-performance during Operational Flow Orders ("OFOs") with the rate charged to NGSs serving customers under MMNGS and SATS service. The Company believes the resulting rate is consistent with Advance Notice of Proposed Rulemaking Order in Docket No. L-2017-2619223 (Adopted and Entered August 31, 2017), where the Commission expresses a preference for market based pricing.

The current non-performance rate is based upon "the highest incremental per Mcf cost of gas purchased in Company's gas supply portfolio during the month applicable to gas purchased from Company" and the proposed rate is based upon a daily market index price at Tennessee Gas

Pipeline’s Zone 4 200 Line Trading Hub, referred in the SNL Natural Gas Index (“SNL”) as “TGP Z 4 200L” on the day of non-performance. The Company considers this to be a rate change rather than an increase or decrease since the difference between the proposed rate and the current depends upon gas prices on the day(s) an OFO was declared and purchases in the Company’s gas supply portfolio during the month in which that OFO was declared.

Additionally, language is provided to clarify that non-performance rate will apply when the Company issues “an OFO that includes a Restriction on Access to Daily Metered Imbalances.”

STORAGE INVENTORY REQUIREMENTS

Rate Schedule SATS	Page No. 128	Proposed Modified Special Provision C.1.c
Rate Schedule SATS	Page No. 130	Proposed Modified Special Provision C.1.e

Based upon an internal study, the Company determined that the month end storage requirements applicable to NGSs during the heating season might be stricter than they needed to be in order to provide reliable service. To test this proposition, following discussion with NGSs during the Company’s Marketer meetings and with Office of Competitive Market Oversight (OCMO) Staff, the Company posted relaxed month end storage requirements, i.e. lower requirements than those provided in the tariff. The Company considers the test to have been successful and therefore proposes to modify the month end storage inventory requirements on Page No. 130 to reflect relaxed requirements. Correspondingly, the Company proposes to reduce the amount of storage inventory transferred at the beginning of each month on Page No. 128 when SATS Suppliers are assigned additional storage capacity.

The Company also proposes authority to further relax month end storage inventory requirements based upon operating conditions that evolve during a heating season. For example, in an extremely cold December, if the NGS inventory levels appeared to be falling just short of the proposed 68% requirement and the weather forecast for January was warmer than normal (sufficiently warmer such that storage levels could recover), the Company proposes the authority to relax the December month end requirement to another level, perhaps 67%, via a web posting.

RENEWABLE NATURAL GAS

Renewable Natural Gas	Page No. 35H	Proposed Rule 32
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The Company proposes authority to provide producers of Renewable Natural Gas (“RNG”) access to the Company’s distribution system. From a business perspective, RNG producers would be treated similarly to traditional producers; any customer could purchase RNG and have it delivered under a transportation agreement appropriate to the customer’s circumstances. From an interconnect perspective, RNG producers would be expected to meet the tariff gas quality requirements applicable to traditional producers and supplemental requirements tailored to the RNG feedstock as provided in the Company’s Operational Procedures Manual (a.k.a. Gas Transportation Operating Procedures Manual or GTOP) which is posted on the Company’s web site.

Attachment B to the instant filing contains additional procedures applicable to RNG and an RNG Interconnect Agreement; both of which will be provided in the company’s GTOP.

CYBER SECURITY – DATA SECURITY AGREEMENT

Data Security Agreement	Page No. 35H	Proposed Rule 33
Rate Schedule For Monthly Metered Transportation Service (“MMT”)	Page No. 108	Proposed Special Provision M
Rate Schedule For Daily Metered Transportation Service (“DMT”)	Page No. 118	Proposed Special Provision M
Rate Schedule MMNGS	Page No.118J	Proposed Special Provision P
Rate Schedule SATS	Page No. 146	Proposed Special Provision W
Rate Schedule For Daily Metered Large Manufacturing Transportation Service (“DMLMT”)	Page No. 146H	Proposed Special Provision N

In March 2018, an electronic data interchange (“EDI”) provider for some of the NGSs operating in the Company’s Pennsylvania service territory experienced a cyber event that disrupted exchange of EDI transactions that are integral to provision of service under tariff Rate Schedules SATS and MMNGS. This cyber event disrupted EDI for the same parties who typically operate as Energy Service Companies (ESCOs) in the Company’s New York service territory under analogous rate schedules.

In response to the cyber event, New York utilities (including the Company), have asked that all energy services entities (ESEs)¹ to: (1) complete a Self-Attestation of information security controls; and (2) execute a Data Security Agreement (DSA) with the utility (or utilities) with whom the ESE does business. Notably, the DSA requires the ESE to carry and maintain Cybersecurity insurance in an amount of no less than \$5,000,000 per incident.

In the instant filing, the Company proposes that it receive tariff authority to require NGSs that operate under Company’s MMNGS and SATS rate schedules and MMT, DMT & DMLMT transportation customers that procure their own gas supply (“standalone customers”), their EDI providers and other business parties who access utility business systems on behalf of the NGSs and standalone customers (“Customer Agents”) to (1) complete a Self-Attestation of information security controls; and (2) execute a DSA with the Company.

The proposed DSA (which includes the Self-Attestation form) is patterned after the DSA the Company is currently using in its New York service territory but is modified to reflect Pennsylvania rules and regulations. Because they are active in the Company’s New York territory, the majority of NGSs and Customer Agents have already executed the New York DSA. The Company will require these parties to execute a Pennsylvania DSA but does not expect that it would require additional Cybersecurity insurance provided that the data interconnect between the Company and these parties is identical.

The Company believes its proposal is an essential component of an overall defense against increasingly common cyber security events that if unchecked, could lead to breaches of confidential and sensitive customer information. Because they contain customer data, utility business systems present ongoing targets for cyber criminals as well as nefarious nation-state actors. Moreover, the Department of Homeland Security has determined that hackers are able to access utility networks by first penetrating the networks of vendors with whom the utilities do business.²

In terms of customer impact, the Company notes the following:

¹ Energy Service Entity is a general term that encompasses the third-party suppliers that provide gas supply to customers and customers that procure their own gas supply, their EDI providers and other business parties who access utility business systems on behalf of the third-party suppliers/customers.

² Rebecca Smith, [Russian Hackers Reach U.S. Utility Control Rooms, Homeland Security Officials Say](https://www.wsj.com/articles/russian-hackers-reach-u-s-utility-control-rooms-homeland-security-officials-say-1532388110?mod=searchresults&page=1&pos=4), THE WALL STREET JOURNAL, July 24, 2018, available at: <https://www.wsj.com/articles/russian-hackers-reach-u-s-utility-control-rooms-homeland-security-officials-say-1532388110?mod=searchresults&page=1&pos=4> .

- i. Because the Company currently has no MMT standalone customers (all MMT customers currently procure their gas supply via MMNGS suppliers), no MMT customers would currently be required to execute a DSA with the Company.
- ii. There is no DSA requirement proposed for the SATC Rate Schedule because SATC customers are required to procure their gas supply the NGSs operating under the SATS Rate Schedule.
- iii. Proposed Rule 33 excludes Customers annual consumption was less than 5,000 Mcf from the DSA requirement whether they procure their gas supply from the Company, an NGS or on their own as an MMT standalone customer.

Attachment C to the instant filing contains the Company's proposed DSA. It will be provided in the company's GTOP.

MISCELLANEOUS CHANGES

Determination Of Company Investment For Upgrade/Extension Of Facilities	Page No. 11	Proposed Modified Rule 3.B(4)
Rules For Transportation Service	Page No. 35C	Proposed Modified Rule 28.B(e)
Rate Schedule LIRAS	Page No. 37C	Proposed Modified Monthly Rate Section
Rate Schedule SATS	Page No. 121	Proposed Modified Section B – Miscellaneous Customer Surcharges

On Page Nos. 11 and 37C, the Company proposes to remove references to Rider D as a housekeeping matter. These reference should have been removed when the Company filed its Tariff Supplement No. 140 on February 8, 2013. There is no rate impact to these changes.

Over the past decade, the Company has replaced most of the orifice meters used to measure production gas with meters more appropriate to prevailing production and flow conditions. On Page No. 35C, the Company proposes to supplement the industry standards for calculation of flow to include analogous standards applicable to rotary meters and turbine meters.

On Page No. 121, the Company proposes to remove Transition Costs associated with FERC Order No. 636 references from the Miscellaneous Customer Surcharges section of Rate Schedule SATC as a housekeeping matter. The Company has not been billed any FERC Order No. 636 transition costs by the pipelines on which it holds capacity in many years and to the best of its knowledge, does not believe any such surcharges are forthcoming.

(2) The total number of customers served by the utility.

As of March 31, 2019, Distribution provided either delivery service only or delivery and natural gas supply service to the following number of customers:

Class of Service	Total Customers Served
Residential	197,147
Commercial/PA	16,159
Industrial	<u>595</u>
Total	213,901

(3) A calculation of the number of customers, by tariff subdivision, whose bills will be affected by the change.

The proposed changes are revenue neutral. Only the change in the OFO rate for non-performance could lead to a customer bill that could be affected. The Company has no plans to issue an OFO that would affect DMT or DMLMT customers (nor has it issued such an OFO in at least the past five years) and the Company believe is it speculative to presume that affected customers would perform in a manner that would lead to a changed bill.

(4) The effect of the change on the utility's customers.

N/A – see (a)(3)

(5) The effect, whether direct or indirect, of the proposed change on the utility's revenues and expenses.

This filing is revenue neutral.

(6) The effect of the change on the service rendered by the utility.

There will be no effect on the services rendered by Distribution.

(7) A list of the factors considered by the utility in its determination to make the change. The list shall include a comprehensive statement as to why these factors were chosen and the relative importance of each.

The Company relied upon Advance Notice of Proposed Rulemaking Order in Docket No. L-2017-2619223 (Adopted and Entered August 31, 2017) to influence the proposed change in the OFO non-performance rate otherwise, the proposed changes are in response to market events, changes in technology, and routine business factors.

(8) Studies undertaken by the utility in order to draft its proposed change.

Except for the above-mentioned storage inventory requirement changes, the Company has not undertaken any studies.

(9) Customer polls taken and other documents which indicate customer acceptance and desire of the proposed change. If the poll or other documents reveal discernible public opposition, an explanation of why the change is in the public interest shall be provided.

No polls or studies were conducted by the Company to indicate customer acceptance or desire for the proposed change. For the most substantive proposed changes, however, the Company did provide advanced notice to NGSs of its intention to file tariff changes at semi-annual "Marketer Meetings" held by conference calls held on October 9, 2018 and March 21, 2019.

(10) Plans the utility has for introducing or implementing the changes with respect to ratepayers.

The Company will post the instant filing on its website and notice will be sent via email to NGSs operating in its service territory. Additionally, the Company will mail notice to DMT and DMLMT transportation customers.

(11) FCC, FERC or Commission Orders or Ruling applicable to filing.

There are no Commission Orders or Rulings applicable to this filing.

(b) Whenever a public utility, other than a canal, turnpike, tunnel, bridge or wharf company files a tariff, revision or supplement which will increase or decrease the bills to its customers, it shall

submit in addition to the requirements of subsection (a), to the Commission, with the tariff, revision or supplement, statements showing all of the following:

- (1) The specific reasons for each increase or decrease.

N/A – see (a)(3)

- (2) The operating income statement of the utility for a 12-month period, the end of which may not be more than 120 days prior to the filing. Water and sewer utilities with annual revenues under \$100,000 and municipal corporations subject to Commission jurisdiction may provide operating income statements for a 12-month period, the end of which may not be more than 180 days prior to the filing.

The operating income statement for the twelve months ended March 31, 2019 is attached as Attachment “D”.

- (3) A calculation of the number of customers, by tariff subdivision, whose bills will be increased.

N/A

- (4) A calculation of the total increase in dollars, by tariff subdivision, projected to an annual basis.

N/A

- (5) A calculation of the number of customers, by tariff subdivision, whose bills will be decreased.

N/A

- (6) a calculation of the total decrease in dollars, by tariff subdivision, projected to an annual basis.

N/A

(c) If a public utility files a tariff, revision or supplement which it is calculated will increase the bills of a customer or a group of customers by an amount, when projected to an annual basis, exceeding 3% of the operating revenues of the utility-subsection (b)(4) divided by the operating revenues of the utility for a 12-month period as defined in subsection (b)(2)-or which it is calculated will increase the bills of 5% or more of the number of customers served by the utility-subsection (b)(3) divided by subsection (a)(2)-it shall submit to the Commission with the tariff, revision or supplement, in addition to the statements required by subsection (a) and (b), all of the following information:

- (1) A statement showing the utility’s calculation of the rate of return or operating ratio (if the utility qualifies to use an operating ratio under §53.54 (relating to small water and wastewater utilities)) earned in the 12-month period referred to in subsection (b)(2), and the anticipated rate of return or operating ratio to be earned when the tariff, revision or supplement becomes effective. The rate base used in this calculation shall be supported by studies of margin above operation and maintenance expense plus depreciation as referred to in § 53.54(b)(2)(B).

N/A

(2) A detailed balance sheet of the utility as of the close of the period referred to in subsection (b)(2).

N/A

(3) A summary, by detailed plant accounts, of the book value of the property of the utility at the date of the balance sheet required by paragraph (2).

N/A

(4) A statement showing the amount of the depreciation reserve, at the date of the balance sheet required by paragraph (2), applicable to the property, summarized as required by paragraph (3).

N/A

(5) A statement of operating income, setting forth the operating revenues and expenses by detailed accounts for the 12-month period ending on the date of the balance sheet required by paragraph (2).

N/A

(6) A brief description of a major change in the operating or financial condition of the utility occurring between the date of the balance sheet required in paragraph (2) and the date of the transmittal of the tariff, revision or supplement. As used in this paragraph, a major change is one which materially alters the operating or financial condition of the utility from that reflected in paragraphs (1) – (5).

N/A

ATTACHMENT A

**NATIONAL FUEL GAS DISTRIBUTION CORPORATION
PENNSYLVANIA DIVISION
GAS EMERGENCY PLAN**

A. General

National Fuel Gas Distribution Corporation ("Company" or "Distribution") is filing the following Natural Gas Emergency Plan ("Plan") with the Pennsylvania Public Utilities Commission ("Commission"), in accordance with the requirements set forth at 52 Pa. Code § 59.71-59.75, reflecting the Company's unique operational characteristics and design criteria. The Plan contains simplified and understandable rules and regulations so that all of the Company's customers and each Natural Gas Supplier ("NGS") licensed to provide services to their customers can have a responsive action plan in place to protect themselves and their property in the event of a crisis. Provisions governing the Plan included in the Company's Tariff under Rule 26, Rules and Regulations are referenced within the Plan as "Rule 26". The Plan is also located at the Company's website www.nationalfuelgas.com. The Company shall file revisions to the Plan when and as appropriate, or as directed by the Commission.

As part of the emergency planning process the Company shall attempt to make every reasonable effort to make contractual or informal arrangements with our transportation customers, the NGSs serving transportation customers, sales customers and others to obtain supplies or, as an alternative, to implement usage reductions so that resorting to firm service reductions under § 59.73 Emergency Action can be avoided, or the severity of the supply or capacity disruption can be mitigated. The purpose of these arrangements is to provide a means to minimize the potential of supply shortfalls that threaten public health and safety, and not to make up for inadequate performance by individual parties.

B. Preliminary Actions

The Company's natural gas emergency plan includes provisions addressing:

1. Load Management Actions:
 - a. If not already in effect, declare overrun service to be unavailable for all transportation service customers without contractual standby service.
 - b. Interrupt all Load Balancing Service retail sales volumes in excess of established customer Billing Demand Units.
 - c. Interrupt customer loads categorized as interruptible, whether contractual or by character of service.
2. Operational Flow Orders:
 - a. During any period in which Distribution determines, in its sole discretion, that its ability to accommodate imbalances is restricted or impaired (i.e. "Critical Period"), or in order to maintain system operational integrity, or to prevent a curtailment or gas emergency, an Operational Flow Order ("OFO") shall be issued. OFOs are issued when

**NATIONAL FUEL GAS DISTRIBUTION CORPORATION
PENNSYLVANIA DIVISION
GAS EMERGENCY PLAN
(continued)**

other actions have failed to eliminate reliability concerns. A Critical Period is a period of operational stress or impending potential stress that may impact the integrity of Distribution's system or a force majeure event. Non-compliance with OFOs, in addition to penalties, could lead the system into a curtailment situation. A primary purpose of an OFO is to keep or restore the system or an affected part of the system into operational balance. Upon request of a Direct Customer or a NGS, Distribution shall consider, if time permits, adjustments to deliveries or consumption outside of DDQ levels/tolerances if, in Distribution's sole discretion, such adjustments benefit system operations and are confirmable by Distribution.

- b. Distribution will attempt to provide 24 hours notice of an OFO unless circumstances exist which require an immediate response. The OFO notice will note the time of issuance, date and time the OFO takes effect, and estimated duration. The OFO notice will communicate the actions required of NGSs and Direct Customers, the reasons for those actions required, and will provide periodic update(s) to enable parties to continue their planning functions. Such actions as required in the OFO notice will be limited in scope and duration and as localized as possible to meet the required objective.

3. Voluntary usage reductions:

To the extent possible Distribution will appeal to all gas customers to voluntarily reduce gas usage. The Company has a communications plan containing a series of pre-drafted news releases and a list of media contacts, telephone numbers, fax numbers, and e-mail addresses. During a natural gas event information will be developed and disseminated through Distribution's Corporate Communications department. The Company will coordinate with the necessary officials and/or agencies to keep the public apprised of the status and duration of any natural gas event.

The Company will attempt to reach larger commercial and industrial customers by issuing news bulletins, through any means necessary, requesting that nonessential natural gas usage be reduced.

Appeals will also be made to residential and smaller commercial customers, including requests that they turn their thermostats back by (number) degrees and maintain that temperature until further notice. In addition other small, non-residential customers who use natural gas for purposes other than space heating would be encouraged to reduce their natural gas consumption by a minimum of (number) %.

The Company has established a toll free emergency hotline at 1-866-866-5958. Customers may call this number to hear more information on the status of this emergency and updates will be offered frequently as National Fuel continues to monitor conditions and the status of natural gas deliveries on its system.

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Customers may also refer to the Company's web site at <http://www.nationalfuelgas.com> for up to date information.

C. Emergency Action/Mandatory usage reductions:

1. An emergency exists whenever the aggregate demand of firm service customers on the Company's system or confined segment of the system exceeds or threatens to exceed the gas supply or capacity that is actually and lawfully available to the Company to meet the demands, and the actual or threatened excess creates an immediate threat to the Company's operating integrity with respect to Priority 1 customers as defined in Rule 26. A (4).
2. If, in the sole judgment of the Company, there is sufficient time, the Company shall use reasonable business and operational efforts to: interrupt all interruptible services, issue operations flow orders, and call for voluntary usage reductions by all customers before taking action under subsection 3. The Company shall take these three actions sequentially to the extent feasible.
3. In the event of an emergency as described in subsection 1, the Company may require each commercial and industrial retail and transportation customer that is not a Priority 1 customer under subsection 9 to reduce its consumption of gas.
 - a. The reduction required shall be determined by the Company without regard to priorities of use, as necessary to minimize the potential threat to public health and safety.
 - b. The minimum authorized usage may not be lower than the minimum usage of firm service for plant protection use.
 - c. When all other service has been curtailed except for Priority 1 service and the Company continues to be unable to meet Priority 1 requirements, the Company shall utilize measures designed to minimize harm to customers if curtailments to plant protection use are found to be necessary.
 - d. Consistent with the Company's responsibility to maintain system integrity at all times, the Company shall restore service as soon as practicable to any gas-fired electric generation facility that is deemed critical to electric system reliability by the electrical system's control area operator.
4. Mandatory reduction under subsection 3 shall be for a period specified by the Company until further notice. The Company may change a customer's authorized usage, upon notice, at any time during an emergency.
5. Mandatory reductions under subsection 3 shall be for a maximum duration of 5 business days unless extended by Commission order. As an alternative to extending mandatory reductions under subsection 3, the Commission may order the Company to initiate priority-based curtailments under subsection 6.

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6. In determining whether to order the Company to initiate priority-based curtailments, the Commission will examine whether the Company did the following:
 - a. Interrupted all interruptible services.
 - b. Issued operation flow orders.
 - c. Called for voluntary usage reduction by all customers.
7. Upon issuance of a Commission order to initiate priority-based curtailments, the Company shall provide all affected customers the maximum notice possible, via telephone, fax, electronic data interchange, or any other reasonable means of notification specifying the curtailment percentage of the customer's firm gas service and resulting allowances as may be the case.
8. Upon issuance of a Commission order to initiate priority-based curtailments, the available gas supplies to the Company shall be prorated, if practicable, among its customers according to the following priorities of use:
 - a. Customers in a higher priority category shall not be curtailed until all customers falling into a lower priority category have been restricted to plant protection use levels, unless operational circumstances or physical limitations warrant a different result.
 - b. Where only a partial restriction of a classification is required, implementation shall be prorata, to the extent practical under the circumstances as set forth in the Company's curtailment plan.
9. Following are the priority categories, listed in descending order, pertaining to the curtailment of firm services:
 - a. Priority 1. Service for essential human needs use.
 - b. Priority 2. Firm services not included in essential human needs use.
 - (2.1) Plant protection gas.
 - (2.2) All other consumption not contained in (2.1) above and Priority 1. Service for essential human needs use (excluding plant protection gas).
 - (2.3) Intermediate Volume Industrial Service (IVIS) / Commercial / Public Authority consuming > 12,000 Mcf per year (excluding plant protection gas).

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- (2.4) Large Volume Industrial Service (LVIS), all industrial accounts consuming greater than 50,000 Mcf per year (excluding plant protection gas).
- (2.5) Large Industrial Service (LIS), all industrial accounts consuming greater than 200,000 Mcf per year (excluding plant protection gas).

D. Utility Liability

The Company may restrict or discontinue service in accordance with this section without hereby incurring any penalty or liability for any loss, injury or expense that may be sustained by the customer except when the restriction or discontinuation of service is a result of the Company's willful or wanton misconduct, for the duration of an emergency, to a customer that continues to take gas in violation of § 59.73.

E. Definitions:

The following words and terms have the following meanings unless the text clearly indicates otherwise:

1. Alternate fuel - Any fuel other than natural gas.
2. Alternate fuel capability - The installed and operable ability to use any fuel other than natural gas on a time sensitive basis.
3. Commercial use - Gas usage by customers engaged primarily in the sale of goods and services including consumption by office buildings, institutions and government agencies.
4. Essential human needs - Gas usage in any building where persons normally dwell including residences, apartment houses, dormitories, hotels, hospitals and nursing homes.
5. Firm service - Natural gas service offered to consumers under tariffs or contracts that anticipate no interruption.
6. Industrial use - Gas usage by customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power.
7. Interruptible service - Natural gas services that can be temporarily discontinued under term and conditions specified by tariff or contract.
8. Plant protection use - Minimum usage of natural gas required to prevent physical harm to an industrial or commercial consumer's facility, or danger to personnel at the facility, when the protection cannot be afforded through the use of an alternate fuel. Plant protection use includes usage necessary for the protection of

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the material in process as would otherwise be destroyed, but does not include deliveries required to maintain production.

9. Residential use - Gas usage in a residential dwelling or unit for space heating, air conditioning, cooking, water heating or other domestic purpose.
10. Daily Delivery Quantity (“DDQ”) – A daily delivery requirement provided by the Company to the NGS based upon customer historical load profiles and/or estimates of consumption, actual consumption readings as available, as applied to any forecasted weather for a given period; either monthly, weekly, or daily.

F. Communication, Notice and Other Plan Procedures

1. Issuance of periodic reports to the media concerning the existing natural gas emergency:
 - a. The Company has a communications plan containing a series of pre-drafted news releases and a list of media contacts, phone numbers, fax numbers, and e-mail addresses. During a natural gas emergency information will be developed and disseminated through Distribution's Corporate Communications department. The Company will coordinate with public officials, regulatory agencies, media, and civil defense in keeping the public advised of the status and duration of a service interruption.
 - b. Further, the Company has established a toll free emergency hotline at ~~1-~~ ~~(866-)~~ 866-5958. Customers may call this number to hear more information on the status of an emergency and updates will be offered frequently as National Fuel continues to monitor conditions and the status of natural gas deliveries on its system. Customers may also refer to the Company's web site at www.nationalfuelgas.com.
2. Notice to affected customers and NGSs of the expected initiation of emergency actions under § 59.73:

After the Company determines the appropriate emergency action, the Company shall issue notices to affected customers and their NGSs as soon as reasonably possible.

- a. Energy Services/Consumer Business notifies large customers via phone, fax and/or e-mail, with a follow-up letter.
- b. Corporate Communications notifies customers through various media outlets.
- c. Transportation Services notifies NGSs via automated outbound text messages and/or phone calls, the Company's web-site and e-mail lists; reminding them of their obligation to deliver or cause to be delivered at

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the city gate the DDQ for each day of the month, for each of their transportation service customers, within the appropriate tolerance bands.

- d. Government Affairs contacts local officials.
 - e. Rates & Regulatory Affairs contacts the Commission.
3. Customer and NGS delivery requirements that apply during the term of emergency action under § 59.73, regardless of customer-specific usage reductions that arise or may arise from end-use curtailments:
- a. Transportation Service may be interrupted or curtailed whenever the Company invokes emergency action provisions as set forth in this Gas Emergency Plan.
 - b. The Transportation Service Customer or its NGS must deliver or cause to be delivered at the city gate the DDQ for each day of the month, within the appropriate tolerance bands.
 - c. In the event of interruption or curtailment of Transportation Service and during such period of interruption or curtailment, the Transportation Service Customer or its NGS must sell to the Company all or a portion of the Customer's supply of gas at the higher of: the city gate cost of the appropriated natural gas, including transportation charges up to the Company's city gate, or the reasonable cost actually paid by the customer for delivered substitute energy, as documented to the Company.
4. A procedure for focusing emergency measures to confined geographic or operational portions, segments or zones of the Distribution system where a natural gas emergency exists:
- a. After the Company has defined the geographic or operational segment(s) or zone(s) of the system where a natural gas emergency exists, and an assessment has been made of the natural gas emergency, then that particular event will be coordinated between the Company's gas supply, transportation and operations areas (Emergency Response Team).
 - b. The Emergency Response Team, based on the Company's definition of the geographic or operational segment(s) or zone(s) of the system where a natural gas emergency exists, and an assessment has been made of the natural gas emergency, will implement the necessary actions required to restore the system to normal operations.
5. Procedures for establishing communications with the electric system control area operators, when the Company provides gas service to electric generation stations:
- a. PJM Interconnection LLC (PJM) Electrical system control area operator(s) shall be notified via at least one of the following means: telephone, text message, fax, electronic data interchange or any other

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reasonable means of notification upon curtailment of gas service to a gas-fired electric generation facility without alternate fuel capability.

- b. If a curtailed gas-fired electric generator is deemed critical to electric system reliability by ~~the electric system control operator~~PJM and does not have alternate fuel capability, gas service shall be restored as soon as practicable provided that gas system integrity can be maintained. Also provided the customer takes retail service, or if a transportation service customer delivers or causes to be delivered at the city gate the DDQ for each day of the month, within the appropriate tolerance bands.

ATTACHMENT B

RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, _____, by and between _____, hereinafter, "Operator" or "RNG Operator," and

NATIONAL FUEL GAS DISTRIBUTION CORPORATION, 6363 Main Street, Williamsville, New York, 14221-5887, hereinafter, "NFGDC."

WITNESSETH

WHEREAS, NFGDC is a public utility authorized and obligated to receive and transport natural gas and to provide retail natural gas service subject to the jurisdiction of the Public Service Commission of the State of New York hereinafter, "NYSPSC"; and

WHEREAS, NFGDC is a public utility authorized and obligated to receive and transport natural gas and to provide retail natural gas service subject to the jurisdiction of the Pennsylvania Public Utility Commission, hereinafter, "PAPUC"; and

WHEREAS, by means of facilities operated by it, Operator proposes to deliver Renewable Natural Gas ("RNG") into facilities owned and operated by NFGDC in the State of New York or into facilities owned and operated by NFGDC in the Commonwealth of Pennsylvania; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, NFGDC and Operator agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Receipt Point" means the point of interconnection between Operator's Plant and the facilities of NFGDC located immediately upstream of NFGDC's measurement facility which is used to identify such point of interconnection in Exhibit A.

1.2 "Exhibit A" means the document entitled "Exhibit A" which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time.

1.3 "Exhibit B" means the document entitled "Exhibit B" which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time specific to RNG.

1.4 "Exhibit C" means the document entitled "Exhibit C" which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time specific to RNG.

1.5 "Btu" or "British Thermal Unit" means, generally, the amount of heat required to raise the temperature of 1 pound of liquid water by 1°F at a constant pressure of one atmosphere and is a measure of heat value (energy content). Btu is calculated in conformance with applicable ANSI/API and A.G.A. recommendations.

1.6 "Cubic Foot" means the volume of gas contained in one (1) cubic foot of space at a standard pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute and a standard temperature of sixty degrees Fahrenheit (60° F), under standard gravitational force.

1.7 "Mcf" means one thousand (1,000) cubic feet of gas, determined on the measurement basis set forth in this Agreement.

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1.8 "Meter Location" means the state, New York or Pennsylvania, in which an individual meter on Exhibit A is geographically located.

1.9 "NFGDC's Tariff" or "Tariff" means NFGDC's Schedule For Gas Service Applicable In The Entire Territory (PSC No. 9 – GAS, as amended from time to time, or any superseding tariff), for gas delivered by Operator in New York or Rates, Rules And Regulations Governing The Furnishing of Natural Gas Service (Gas--Pa. P.U.C. No. 9, as amended from time to time, or any superseding tariff) for gas delivered by Operator in Pennsylvania. Meter Location determines the applicable Tariff.

1.10 "Gas Transportation Operating Procedures Manual" or "GTOP" is a document describing operating procedures, protocols and business practices for transportation service, as amended from time to time. The GTOP applicable to RNG delivered by Operator in New York is filed with the NYSPSC and the GTOP applicable to RNG delivered by Operator in Pennsylvania is filed with the PAPUC. Each GTOP is posted on the NFGDC web site. Meter Location determines the applicable GTOP.

1.11 "Day" means the twenty-four (24) hour period commencing at an hour specified in the Tariff of an interstate pipeline delivering gas to NFGDC at a city gate station, or as otherwise specified in NFGDC's GTOP.

1.12 "Month" means the period commencing on the first Day of a calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

1.13 "Operator's Gas" means the RNG delivered into NFGDC's facilities at any given time at any given Receipt Point.

1.14 "Commission" means the NYSPSC or PAPUC depending on Meter Location.

1.15 "NFGDC Contacts Addendum" means the document so entitled which is attached hereto (and by such attachment, made a part hereof), providing NFGDC contact information pertinent to this Agreement. Said document may be amended or supplemented, from time to time by NFGDC and communicated to Operator through facsimile, e-mail or a posting to the NFGDC website.

1.16 "RNG Operator Contacts Addendum" means the document so entitled which is attached hereto (and by such attachment, made a part hereof), providing Operator contact information pertinent to this Agreement. Said document may be amended or supplemented, from time to time by Operator and communicated to NFGDC as provided therein.

1.17 "Gas Scheduling" means the administrative function(s) of arranging for Operator's RNG to be delivered for the account of NFGDC transportation customers and/or their suppliers, including nominations, confirmations, pool assignments and related activities.

1.18 "Renewable Natural Gas" or "RNG" means the gas produced by Operator at its Plant which meets NFGDC RNG Quality Standards, specified in Exhibit B, as well as the gas quality standards specified in NFGDC's Tariff.

1.19 "Plant" means the digester, gasifier, and other upgrading and processing facilities used to produce biomethane. Such Plants shall be limited to non-hazardous landfills, dairy farms, wastewater treatment plants, food waste processing facilities and Plants producing NFGDC approved syngas.

1.20 "Security Requirement Amount" means the dollar amount of security NFGDC deems appropriate, in its sole discretion, based upon circumstances attributable to the Operator and Operator's facility.

1.21 "Hazardous Waste Landfill" refers to the facilities as defined by the United States Environmental Protection Agency – 40 CFR 260.10, New York State Department of Environmental Conservation – 6 NYCRR Part 370.2 or Pennsylvania Solid Waste Management Act, 35 Pennsylvania Statutes (Pa. Stat.) 6018.101 to 6018.1003 and rules at 25 Pennsylvania Code (Pa. Code) 260a to 270a, and 25 Pa. Code 298

ARTICLE 2. DELIVERY OF RNG INTO NFGDC FACILITIES

2.1 Operator shall not deliver (or permit the delivery of) any RNG into any facility owned or operated by NFGDC other than at a Receipt Point identified on Exhibit A at the time of such delivery (the "Exhibit A Receipt Point(s)"). No Receipt Point shall be deemed to have been added to Exhibit A, and Exhibit A shall not be deemed to have been otherwise amended or supplemented, unless and until such amendment or supplement of Exhibit A shall be evidenced by a writing executed by Operator and NFGDC.

2.2 Operator warrants and represents as follows:

2.2.1 All gas delivered into NFGDC's facilities at any one Receipt Point shall be RNG produced exclusively from Plant(s) configured to deliver to such Receipt Point.

2.2.2 RNG delivered into NFGDC's facilities was not collected from a Hazardous Waste Landfill including landfills permitted by the Department of Toxic Substances Control.

2.2.3 RNG produced or scheduled by Operator to be produced from additional Plant(s) flowing through a Receipt Point identified in Exhibit A shall be authorized and RNG received therefrom accepted by NFGDC at the designated Receipt Point so long as:

2.2.3.1 Operator provides NFGDC with 30 days written notice of its intent to add Plant(s), together with the scheduled turn-on date; and

2.2.3.2 The Plant has been tested by or caused to be tested by NFGDC and the results therefrom meet NFGDC's satisfaction;

2.2.3.3 The criteria contained in paragraph 2.2.3.2 shall also apply to new or different RNG that is formulated with new or modified feedstock source at an existing Plant already flowing through a Receipt Point identified on Exhibit A.

2.2.3.4 The criteria contained in paragraph 2.2.3.2 shall also apply to new or different Plant operations including installation of new processing equipment or modification to existing processing equipment.

2.3 Operator shall deliver RNG at a pressure sufficient to enable such RNG to enter NFGDC's facilities against the pressure prevailing therein from time to time, provided, however, that Operator shall not deliver RNG at any Receipt Point at a pressure in excess of the pressure designated by NFGDC.

2.3.1 Sufficient delivery pressure does not guarantee access to NFGDC's facilities. In addition to pressure, nearby distribution system market demand and the priority of service of the parties shipping gas from the Receipt Point(s) shall also be determinative for the purpose of access to NFGDC's facilities.

2.4 Operator shall not install or operate (or permit any other entity to install or operate) compression facilities in order to deliver RNG into any NFGDC facility ("NFGDC-Related Compression Operations") without the express prior written consent of NFGDC, which consent shall not be unreasonably withheld.

2.5 Operator warrants that all NFGDC-Related Compression Operations shall be conducted in a manner (i) so as to prevent the pulsations therefrom from interfering with NFGDC's measurement at any Receipt Point,

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and (ii) so that compressed RNG will be delivered to NFGDC at a temperature not exceeding seventy-three degrees Fahrenheit (73° F). Operator shall ensure safeguards to prevent compressing air (e.g. low pressure shut off or oxygen shut off) into NFGDC's system are present and operational.

2.6 Operator shall give NFGDC written notice at least fourteen (14) days prior to the commencement of (and any material change in) authorized NFGDC-Related Compression Operations.

2.7 Operator shall give NFGDC written notice at least twenty-four (24) hours prior to any material change in the maintenance routine applicable to any compressor used in NFGDC-Related Compression Operations. For purposes of this subsection, "material" shall mean any change that may produce a variance in RNG volumes or pressure.

2.8 In the event that the installation, operation and/or maintenance of Operator's compressor used in NFGDC-Related Compression Operations requires (in NFGDC's reasonable judgment) modification(s) to any facility owned or operated by NFGDC, the cost of such modification(s) shall be borne by Operator. Operator shall consult with NFGDC so as to assist NFGDC in ascertaining the extent to which such modification may be indicated, and on the basis of such consultation and NFGDC's own judgment, NFGDC shall endeavor to notify Operator of its determination prior to the date scheduled by Operator for such installation, operation and/or maintenance. Notwithstanding NFGDC's efforts to provide such notice to Operator, Operator shall remain solely responsible for costs incurred by NFGDC in the event resulting and reasonably unforeseen modification of NFGDC facilities are required.

2.9 Operator shall, at its own cost and expense, (i) obtain, provide NFGDC with, and maintain any easement(s) or other land interest(s) which, in NFGDC's judgment as to type and extent, are reasonably necessary for the installation, operation and maintenance of NFGDC's receipt and related measurement facilities; and (ii) upon NFGDC's request, provide NFGDC with a copy of the recorded instruments evidencing such land interests and NFGDC's beneficial interest therein.

2.10 Receipt facilities shall be installed, owned and maintained by and at the expense of either NFGDC or Operator according to the below schedule. Such equipment shall be installed at each Exhibit A Receipt Point facility, which, in NFGDC's reasonable judgment, may be necessary to accommodate the deliveries of RNG received and projected to be received by it at the Receipt Points. The normal operation, calibration, maintenance, adjustment and repair of the measurement equipment shall be performed by the owner of the equipment. Modifications to Receipt Facilities resulting from changes in Operator's operations shall be performed at Operator's cost and expense. The Receipt Facilities shall be operated in accordance with the applicable specifications of the Gas Measurement Committee of the Natural Gas Department of the American Gas Association, as amended from time to time, or in accordance with any other mutually agreeable standard commonly accepted in the industry.

Equipment	Install By	Own By	Maintain By	Paid By
Meter/Recording instrument	NFGDC	NFGDC	NFGDC	Operator
Meter run and valves	NFGDC	NFGDC	NFGDC	Operator
Regulator	Operator	NFGDC	NFGDC	Operator
Drying Equipment	Operator	Operator	Operator	Operator
Odorizing Equipment	NFGDC	NFGDC	NFGDC	Operator
"Pop-offs"/Relief valves	Operator	NFGDC	NFGDC	Operator
Mainline valve	NFGDC	NFGDC	NFGDC	Operator
Heaters	Operator	Operator	Operator	Operator
Water separator/drips	Operator	Operator	Operator	Operator
Communications facilities	Operator	Operator	Operator	Operator
Telemetrics/Teleflow	NFGDC	NFGDC	NFGDC	Operator
Gas Quality Equipment	NFGDC	NFGDC	NFGDC	Operator
Real-Time Analyzer	NFGDC	NFGDC	NFGDC	Operator

2.11 Operator shall pay to NFGDC the Receipt Facility Maintenance Fee(s), if any, which shall be applicable, from time to time, pursuant to the provisions of NFGDC's Tariff. In this connection, Operator agrees that NFGDC shall have the unilateral right, exercisable at its sole option, to file with any regulatory authority having jurisdiction, and to make effective, (i) initial and revised rates and charges applicable to NFGDC's operations hereunder, (ii) changes in any provision of the General Terms and Conditions of NFGDC's Tariff applicable to NFGDC's operations hereunder, and (iii) the terms and conditions of this Agreement (hereinafter, collectively, the "Receipt Parameters"). NFGDC agrees that Operator may protest or contest any such filing and/or may seek from any duly constituted regulatory authority having jurisdiction such revision of any one or more of the Receipt Parameters as may be necessary or appropriate to cause the same to be, in all respects, just and reasonable.

2.12 Operator shall, at its own cost and expense, provide, operate and maintain in safe and efficient operating condition such regulators, relief valves, and other equipment as may be necessary in NFGDC's reasonable judgment to avoid excessive pressures (and the risk of such pressures) in facilities owned and operated by NFGDC or its customers.

2.13 Operator acknowledges that:

2.13.1 The Receipt Points identified in Exhibit A are located on NFGDC's gas distribution facilities;

2.13.2 NFGDC must, at all times, be in a position to operate, maintain, enhance, and/or replace any one or more of its facilities in such a manner, at such times, and under such circumstances as will enable it to furnish and provide facilities and service which are safe and adequate and in all respects just and reasonable;

2.13.3 The maximum and/or minimum delivery pressures or other parameters applicable to Operator's delivery of RNG into NFGDC's facilities may vary from time to time, in light of the above, and in order to enable NFGDC to satisfy its retail market requirements, including but not limited to its firm service obligations, transportation obligations, and to ensure the maintenance of safe operating conditions throughout its system, including, but not limited to, the maintenance, enhancement and/or improvement of its facilities;

2.13.4 Operator acknowledges NFGDC's right (a) to restrict and/or completely stop Operator's deliveries at any one or more Receipt Points insofar as reasonably necessary in NFGDC's judgment to accommodate the above requirements, and/or (b) to designate and redesignate, from time to time, the maximum pressure or other delivery parameter(s) temporarily applicable to deliveries of RNG by Operator at any one or more Receipt Points; and

2.13.5 Without limitation of the remedies available to NFGDC in respect of any breach of this Agreement, a breach of any one or more of the obligations undertaken by Operator under paragraphs 2.1, 2.2, 2.3 and 2.5 of this Article 2, or under any of the paragraphs of Article 4, shall constitute a material breach of this Agreement.

ARTICLE 3. MEASUREMENT

3.1 Measurement of Operator's RNG shall be in accordance with the Tariff and GTOP requirements applicable to gas delivered into NFGDC's facilities for transportation service and/or applicable to production facility gas measurement.

3.2 The unit of volume for purposes of measurement of the RNG delivered into NFGDC's facilities at the respective Exhibit A Receipt Points shall be Mcf.

3.3 The total heating value of the RNG delivered into NFGDC's facilities at the respective Exhibit A Receipt Points shall be determined by chromatographic analysis using equipment provided at Operator's expense but installed, owned and maintained by NFGDC. The unit of measurement of heating value shall be Btu.

3.4 If undertaken at Operator's request, NFGDC's test of the accuracy of any meter or other measurement equipment owned and used by NFGDC to measure volumes of RNG delivered into its facilities shall be arranged and conducted, insofar as reasonably practicable, so as to permit representatives of Operator to be present. If, upon any such test (whether conducted at Operator's request or upon NFGDC's own initiative) any such meter or measurement equipment shall be found to be inaccurate, NFGDC shall adjust the same as soon as practicable to read correctly; and

3.4.1 If such inaccuracy is less than three percent (3%), the previous readings shall be deemed correct, and, in the event such test was conducted at Operator's request, Operator shall bear all costs of such test;

3.4.2 If such inaccuracy is three percent (3%) or more, the previous readings shall be corrected to zero (0) error for the period of time during which such meter or other measurement equipment is known or agreed to have been inaccurate. If the length of such period of inaccuracy is not known or agreed upon, such correction shall be made for a period equal to one-half (½) of the time which has elapsed since the date of the last calibration, provided, however, that such correction period shall not exceed thirty (30) days.

If any such meter or other measurement equipment is out of service, or inaccurate by three percent (3%) or more, under circumstances where the correction of previous readings of such equipment to "zero (0) error" is not feasible, then the volume of RNG delivered during the period shall be estimated (a) by using data recorded by any check-measuring equipment, if installed and registering accurately, or (b) if such check-measuring equipment is not installed or registering inaccurately, by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation, or (c) if neither such method is feasible, by estimating the quantity delivered based upon deliveries under similar conditions during a period when equipment was registering accurately.

ARTICLE 4. GAS QUALITY

4.1 Operator understands and acknowledges that while NFGDC will continuously monitor, test, or otherwise inspect Operator's RNG prior to the delivery thereof into NFGDC's facilities, this does not mean that every Constituent of Concern, as identified in Exhibit B – Table 1, will be continuously monitored and tested. Operator further acknowledges that, irrespective of the contractual disposition of Operator's RNG, all such RNG may be commingled with, and become an inseparable part of, the gas supply used by NFGDC to satisfy its obligations to its retail and transportation customers. Accordingly, Operator expressly warrants and represents that (i) Operator's RNG shall, in all respects and at all times, consist solely of RNG which is merchantable and fit for use by NFGDC's retail customers, and (ii) without limitation of the generality of the foregoing, Operator's RNG shall at all times, and in all respects, shall conform to the Tariff and GTOP requirements applicable to gas delivered into NFGDC's facilities for transportation service, and meet at least the following minimum quality specifications:

4.1.1 Operator's RNG shall be entirely free of all hydrocarbon liquids and other material in liquid form, including, without limitation, water, glycol, brines, condensate and oil;

4.1.2 All RNG delivered by Operator to NFGDC hereunder into NFGDC's facilities through any Receipt Point listed on the attached Exhibit A shall be dehydrated by Operator for removal of water present therein in a vapor state to a level determined acceptable by NFGDC, at its sole discretion, from time to time. In no event shall the acceptable level, as determined by NFGDC, be required to be less than the maximum water vapor (H₂O) per million cubic feet level specified in the Tariff;

4.1.3 Operator's RNG shall be entirely free of NOx compounds;

4.1.4 Operator's RNG must also comply with all additional requirements specified in Exhibit B, including but not limited to, having a composition that does not exceed the threshold level for any Constituent of Concern identified in Exhibit B – Table 1.

4.2 To the extent accepting Operator's RNG does not prevent gas delivered to customers from being merchantable and fit for use in its retail markets, NFGDC shall have the option (but never the obligation), to relax RNG quality requirements, from time to time, by describing permissible variations in its GTOP.

4.3 Except as identified in 2.10 above, Operator shall furnish, install, operate, maintain and keep in efficient and safe operating condition, at Operator's sole cost and expense, such drips, separators, dehydrators, alcohol bottles, gas cleaners, treatment facilities, equipment to provide real-time gas quality analysis ("Real-Time Analyzer"), automated shut-off valves and any other devices or equipment as may be or become reasonably necessary to effect compliance with the quality specifications set forth in this Article.

4.4 Operator shall inform NFGDC of changes in its RNG feedstock source prior to such changes or as soon as practicable thereafter.

4.5 In addition to any other remedy which may be available to NFGDC hereunder, or under any provision of law, in respect of Operator's undertakings expressed in this Article, NFGDC shall have and be entitled to exercise any one or more of the following rights, options and remedies, on a non-exclusive basis, in the event of any breach by Operator of any one or more of said undertakings, to wit:

4.5.1 Upon notice to Operator, treat or process Operator's RNG, at Operator's sole cost and expense, insofar as reasonably necessary in NFGDC's judgment to cause the same to conform to the quality specifications set forth in this Article;

4.5.2 Continue to receive Operator's RNG, with or without treatment or processing thereof;

4.5.3 Discontinue receiving Operator's RNG at the affected Receipt Point(s) until the occasion(s) for the exercise of a remedy by NFGDC has, in NFGDC's reasonable judgment, been corrected;

4.5.4 Terminate this Agreement as respects the delivery of Operator's RNG into NFGDC's facilities at the affected Receipt Point(s) in the event that, in NFGDC's reasonable judgment, the occasion for NFGDC's exercise of a remedy cannot be corrected at a reasonable cost in a reasonable time;

4.5.5 Require Operator to cease receiving into Operator's facilities RNG feedstock attributable to the source which occasioned NFGDC's exercise of a remedy; and

4.5.6 Clean-up and/or repair, at Operator's sole cost and expense, all facilities, equipment and apparatus affected by the occasion for NFGDC's exercise of a remedy. NFGDC shall endeavor to notify the Operator prior to taking such remedial action.

ARTICLE 5. CHART CHANGES AND INDEX READINGS

5.1 Insofar as applicable, Operator shall, at its own cost and expense, read each rotary, ultrasonic or turbine meter associated with any Exhibit A Receipt Point on the first (1st) working day of each month and shall enter associated meter readings online through a secure web site as provided in NFGDC's GTOP all such meter reading information to NFGDC on or before the fifth (5th) working day of each month.

5.32 All written correspondence concerning measurement shall be addressed to "NATIONAL FUEL GAS DISTRIBUTION CORPORATION" at the address provided for Gas Measurement in the NFGDC Contacts Addendum.

5.3 Operator understands that NFGDC is not able to account for and/or allocate Operator's RNG without using the meter reading information (as the case may be) referred to in this Article. Accordingly, given (i) the incremental expense and other costs which will be incurred by NFGDC in the event of its tardy receipt of the meter reading information referred to in this Article; (ii) the difficulty of quantifying such costs and expenses, and (iii) the inconvenience and practical infeasibility of otherwise providing an adequate remedy in respect of Operator's breach of its undertakings expressed in this Article, it is agreed as follows:

In the event that either of the following conditions are met, to wit: (i) Operator shall fail to provide any meter reading information as stipulated in this Article, or (ii) NFGDC shall fail to receive said meter reading information on or before the fifth (5th) working day following the date stipulated in this Article, then NFGDC shall be relieved of any obligation to account for any of the production in a timely manner but will endeavor to account for such production in the next accounting period.

ARTICLE 6. TERM

6.1 This Agreement shall have no force or effect unless and until it shall have been executed by each of the parties identified on the first page hereof and by each of the parties identified in the Addendum thereto, if any (the "Effective Date"). Thereafter, and unless and until NFGDC shall have notified each of the other parties who executed this Agreement (the "Non-NFGDC Parties") that all applicable RNG disposition agreements have become effective, no right or entitlement shall accrue to any Non-NFGDC Party due to the execution of this Agreement.

6.2 The term of this Agreement shall extend until the first anniversary of the Effective Date, and, unless otherwise lawfully terminated, this Agreement shall continue in effect thereafter, until the same is terminated by any party to this Agreement, if any, by written notice to all other such parties, no later than thirty (30) days prior to the beginning of a calendar month.

6.3 Notwithstanding any other provision of this Agreement, and in addition to any other right or remedy available to NFGDC hereunder or under any provision of law, NFGDC shall have the following rights, exercisable at NFGDC's sole option, to wit:

6.3.1 Terminate this Agreement and remove all Receipt Facilities at the Exhibit A Receipt Points, or suspend or cease receiving Operator's RNG at any one or more of the Exhibit A Receipt Points, upon thirty (30) days' prior written notice to Operator, in the event that Operator should for any reason experience a loss or cancellation of the security required to be provided by Operator pursuant to Article IX hereof; and

6.3.2 Terminate this Agreement as to the affected Receipt Point(s) and remove all Receipt Facilities at the affected Receipt Point(s), or suspend or cease receiving Operator's RNG at any affected Receipt Point(s), upon thirty (30) days' prior written notice to Operator, in the event that Operator should (i) fail to provide satisfactory title to the production or (ii) repeatedly violate, in NFGDC's sole opinion, the standards contained in Article 4.

ARTICLE 7. GOVERNMENTAL REGULATION

7.1 This Agreement and the respective obligations of the parties hereunder shall be subject to all valid applicable federal, state and local laws, orders, rules and regulations, whether in effect on the date hereof, or becoming effective thereafter. The parties shall be entitled to regard all laws, orders, rules and regulations issued by any federal, state or local regulatory or governmental body as valid and may act in accordance therewith until such time as same shall have been invalidated by final judgment (no longer subject to judicial review) of a court of competent jurisdiction. Neither party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly

constituted authorities. Nothing contained herein, however, shall be construed as affecting any party's right(s) to contest the validity or applicability of any such law, order, rule or regulation.

ARTICLE 8. FORCE MAJEURE

8.1 In the event either NFGDC or Operator is rendered unable, in whole or in part, by force majeure to carry out their respective obligations under this Agreement, other than to make payments due hereunder or to maintain minimum RNG quality specifications, it is agreed that the obligations of the party claiming such inability to perform, so far as they are affected by such force majeure, shall be suspended from the inception of and during the continuance of such inability so caused but for no longer period; provided that the party claiming such inability gives notice and reasonably full particulars of such force majeure event relied upon; and provided further that the party claiming such inability shall promptly and diligently take such action as may be necessary and reasonably practicable to correct, or cause to be corrected, such inability.

8.2 The term "force majeure" as employed herein shall mean, without limitation, acts of God, Governmental action or regulation, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, storm warnings, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or pipelines, the necessity for making repairs to or alterations of machinery or pipelines, freezing of pipelines, and any other causes, whether of the kind herein enumerated or otherwise, not under or within the control of the party claiming inability to perform and which, by the exercise of reasonable diligence, such party is unable to prevent or overcome.

8.3 The settlement of strikes, lockouts or any such labor disputes shall be entirely within the discretion of the party having the difficulty, and the above requirement that any force majeure event shall be remedied promptly and diligently shall not require the settlement of strikes, lockouts or other labor disputes by acceding to the demands of any opposing party when such course is inadvisable in the discretion of the party having the difficulty.

8.4 Force majeure shall not include failure or disruption of technical systems or products within the reasonable control of the party claiming force majeure which arise as a result of any leap year.

ARTICLE 9. NOTICE

9.1 Every notice, request, statement, bill or invoice provided for in this Agreement shall be in writing, unless otherwise provided herein, and shall be sent by prepaid mail, facsimile, or by overnight delivery, addressed to the party to whom given, at such party's address stated below, or at such other address as such party may in and by such notice direct hereafter. Facsimile notices, requests, statements, bills or invoices shall be deemed given only when facsimile receipt is confirmed.

9.1.1 Notice to NFGDC shall be sent to the address provided for Notices in the NFGDC Contacts Addendum.

9.1.2 Notice to Operator shall be sent to the address provided for Notices in the RNG Operator Contacts Addendum.

9.2 Operator shall provide NFGDC with a current telephone number, facsimile number and Email address at which Operator or Operator's representatives may be contacted at all hours using the Operator Contacts Addendum or other mutually agreeable form that minimally provides the same information contained therein. For themselves and their agents, NFGDC and Operator agree to the recording of all telephone conversations during which NFGDC notifies Operator to suspend or cease deliveries into any facility owned or operated by NFGDC.

ARTICLE 10. OPERATOR'S CREDITWORTHINESS

10.1 At its sole option, NFGDC may (i) suspend its receipt of Operator's RNG, or (ii) terminate this Agreement, in the event that Operator is or has become insolvent or fails within a reasonable period, upon NFGDC's request, to demonstrate creditworthiness, or in the event that Operator incurs a poor credit history with respect to any service provided by NFGDC or as established by a reliable reporting agency.

10.2 As a demonstration of Operator's creditworthiness and as security in respect of any remedy afforded NFGDC under this Agreement or under any provision of law, Operator agrees to provide NFGDC with security in an amount, not less than Ten Thousand Dollars (\$10,000), or as determined by NFGDC ("Security Requirement Amount"), prior to the Effective Date, and to keep in force throughout the term of this Agreement, any one of the following:

10.2.1 A security cash deposit equal to the Security Requirement Amount, to be held in a non-interest-bearing general account by NFGDC;

10.2.2 An irrevocable letter of credit issued by a financial institution acceptable to NFGDC and in a form acceptable to NFGDC with a face amount of the Security Requirement Amount; or

10.2.3 At NFGDC's sole discretion, a copy of the most recent audited financial statements of Operator (or of a guarantor of Operator's performance hereunder) showing a net worth in excess three times the Security Requirement Amount, or a copy of the most recent unaudited financial statements of Operator (or of a guarantor of Operator's performance hereunder) showing a net worth of at least four three times the Security Requirement Amount, in which event, Operator shall also provide NFGDC with evidence of its ownership of unencumbered assets valued, in the aggregate, in excess of the Security Requirement Amount in each state in which Operator conducts any business with NFGDC.

10.2.4 Security, in a form acceptable to NFGDC, provided on behalf of Operator by a creditworthy third party, including but not limited to a marketer, individual, or other entity.

10.3 NFGDC reserves the right to require Operator to establish or demonstrate its creditworthiness, from time to time, during the term of this Agreement.

ARTICLE 11. TITLE TO GAS

11.1 Nothing in this Agreement shall affect the title to Operator's RNG.

11.2 Operator shall indemnify NFGDC against, and hold it harmless from, and undertake the defense of NFGDC with respect to, all suits, actions, claims, debts, accounts, damages, costs, losses and expenses (including attorneys' fees) arising from or out of adverse claims of any and all persons or entities to Operator's RNG, or to royalties, overriding royalties or other payments with respect thereto, or to taxes, licenses, fees, or charges with respect to Operator's RNG or the disposition thereof (hereinafter, respectively "Adverse Claim To Operator's RNG"). Except insofar as Operator is in breach of its obligations or has an obligation to indemnify and save NFGDC harmless pursuant to this section 11.2, NFGDC agrees to indemnify and save Operator harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any and all persons to the RNG after receipt by NFGDC of Operator's RNG for redelivery by NFGDC (whether by means of transportation service or NFGDC commodity service) according to NFGDC's Tariff.

11.3 In the event of any Adverse Claim To Operator's RNG, NFGDC may, at its sole discretion, suspend receipts of Operator's RNG at the Receipt Point(s) where the affected RNG is delivered into NFGDC's facilities (without incurring any liability to Operator or any other entity interested in Operator's RNG) until such claim is finally determined and the prevailing party(ies) agree(s) to be bound by this Agreement, or until Operator furnishes NFGDC a bond, in form and amount and with sureties acceptable to NFGDC, conditioned to hold NFGDC harmless from any such Adverse Claim To Operator's RNG, or until Operator

demonstrates, to NFGDC's satisfaction, that such RNG subject to an adverse claim does not constitute any portion of Operator's RNG

11.4 Operator agrees to provide NFGDC, upon request, evidence reasonably satisfactory to NFGDC of Operator's right to handle and deliver into NFGDC's facilities, one hundred percent (100%) of the gas comprising Operator's RNG.

ARTICLE 12. REMEDIES

12.1 In addition to any other remedy available to NFGDC under this Agreement or any provision of law, Operator shall indemnify NFGDC against, hold it harmless from, and undertake the defense of NFGDC with respect to all suits, actions, claims, losses, damages (including punitive damages and economic losses), injuries (including personal injury and death), debts, accounts, costs and expenses (including attorneys' fees and other expenses incurred by NFGDC in responding to, and in partial or full satisfaction of, any such suits, actions, claims, losses, damages and injuries) related to and/or arising from or out of any breach by Operator of any provision of this Agreement.

12.2 Under no circumstances shall NFGDC be liable to Operator or any third party for any direct, special, indirect, incidental, punitive or consequential losses or damages of any kind whatsoever (including, but not limited to, lost business, lost profits, lost revenues, or lost data) however arising, whether claims for said losses or damages are premised on agreement, tort (including negligence), strict liability or otherwise, irrespective of the number or nature of the claims.

ARTICLE 13. MISCELLANEOUS

13.1 This document shall **not** be construed as an agreement running with the land.

13.2 Operator shall release, protect, defend, indemnify and save harmless NFGDC, its affiliates and related companies and their directors, officers and employees, from and against each and every suit, demand or cause of action and any and all liabilities, expenses, liens, losses, claims, damages, costs (including court costs and reasonable attorneys' fees) for or based upon personal injury, disease or death, or on account of property damage, resulting from, in connection with, or in any way arising out of, relating to, or incident to its activities under this Agreement, except to the extent such damage, injury, or loss is caused in whole or in part by the negligence or willful misconduct of NFGDC. For purposes of enforcing this paragraph, Operator waives as a complying employer its immunity provided under the Pennsylvania Worker's Compensation Laws and/or related laws rules and regulations.

13.3 Operator shall comply with the insurance requirements set forth in Exhibit C to this Agreement.

13.4 Operator covenants and represents that no "hazardous substance" as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), petroleum or petroleum products, "asbestos-containing material" as that term is defined in 40 CFR Part 61 Subpart M, polychlorinated biphenyls (PCBs), "solid waste" as that term is defined in the Federal Resource Conservation Recovery Act (RCRA) or other toxic, hazardous, or deleterious substance (individually or collectively referred to herein as an "Environmentally Deleterious Substance"), is currently at, or will be leaked, spilled, deposited, conveyed through the Interconnect or otherwise released by Operator on, at, adjacent to or through NFGDC's property. If any Environmentally Deleterious Substance is released or discovered on, at, through or adjacent to said property, Operator shall immediately notify NFGDC of the discovery and existence of said Environmentally Deleterious Substance. In the event of Operator's breach of the covenants and representations contained in this section, the full responsibility for the handling, investigation, remediation, treatment, storage or disposal of any such Environmentally Deleterious Substance, including the management and handling of such materials in compliance with all federal, state, or local laws, rules, regulations pertaining to the protection of the environment ("Environmental Laws"), shall remain with Operator and Operator shall indemnify NFGDC for any loss, injury, damage to

RNG INTERCONNECT AGREEMENT for GTOP

persons or property, or fines, penalties or compliance order issued by any governmental agency pursuant to any Environmental Law relating to the existence of such Environmentally Deleterious Substance on, at, or adjacent to said. This section shall survive the termination of this Agreement.

13.5 No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof, except as expressly stated herein.

13.6 No waiver by any party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

13.7 Not less than five (5) working days prior to the first day of each calendar month during the term of this Agreement, Operator shall provide NFGDC with update(s), if any, to the identity of the entity and person who shall conduct Gas Scheduling for Operator's RNG at each of the Exhibit A Receipt Points. In the absence of Operator's timely notification to this effect, NFGDC may (but shall not be obligated to) deem the authority of the entity and person identified in Operator's last previous timely notification to continue until its receipt of the Operator's next timely notification under this paragraph.

13.8 Any company which shall succeed by purchase, merger or consolidation of the RNG related properties, substantially as an entirety, of NFGDC or of Operator, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party. Consent shall not be unreasonably withheld.

13.9 The headings contained in this Agreement are intended solely for convenience and do not constitute any part of the agreement between the parties and shall not be used in any manner in construing this Agreement.

13.10 With respect to Meter Location, this Agreement shall be construed, enforced and interpreted in accordance with the laws of

13.10.1 the State of New York, excluding, however, any such law which would direct the application of the law of another jurisdiction. The parties (i) submit to the jurisdiction of the United States District Court for the Western District of New York, and, in the event that such court lacks subject matter jurisdiction, to the New York State Supreme Court, Erie County, and, as respects those matters which are subject to the exclusive or primary jurisdiction of the NYSPSC, and (ii) waive any right or entitlement which they or any of them might otherwise have to cause any dispute arising under this Agreement to be adjudicated, determined or resolved pursuant to the law of any other jurisdiction, or, in or by any other court(s) or tribunal(s). Provided, however, that the parties may bring disputed matters before the NYSPSC according to dispute resolution procedures under NFGDC's Interconnection Rules and Procedures set forth in NFGDC's GTOP.

13.10.2 the Commonwealth of Pennsylvania, excluding, however, any such law which would direct the application of the law of another jurisdiction. The parties (i) submit to the jurisdiction of the United States District Court for the Western District of Pennsylvania, and, in the event that such court lacks subject matter jurisdiction, to the Court of Common Pleas of Erie County, Pennsylvania, and, as respects those matters which are subject to the exclusive or primary jurisdiction of the PAPUC, and (ii) waive any right or entitlement which they or any of them might otherwise have to cause any dispute arising under this Agreement to be adjudicated, determined or resolved pursuant to the law of any other jurisdiction, or, in or by any other court(s) or tribunal(s). Provided, however, that the parties may follow the dispute

RNG INTERCONNECT AGREEMENT for GTOP

resolution procedures applicable to Suppliers as set forth in NFGDC's Tariff under Rate Schedule SATS, Special Provision § U(19), as revised.

13.11 So that there will be certainty as to the actual agreement between the parties, it is mutually understood and agreed that this Interconnection Agreement, the Exhibit A, the Exhibit B and the Exhibit C attached hereto, as the same may be impacted by any applicable provision of NFGDC's Tariff and GTOP, are intended to constitute the final expression, as well as the complete, exclusive and integrated statement, of the terms of the parties' agreement relative to the interconnection and other transactions described therein. If there is any inconsistency between this Agreement and the Tariff, either as presently in effect or as amended, then the provisions of the Tariff shall apply.

13.12 No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

(OPERATOR)

NATIONAL FUEL GAS DISTRIBUTION CORPORATION

By _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RNG INTERCONNECT AGREEMENT for GTOP

RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT
NFGDC CONTACTS ADDENDUM

CONTACT INFORMATION:

24-Hour Telephone: (800) 444-3130 EMERGENCIES ONLY

NATIONAL FUEL GAS DISTRIBUTION CORPORATION

Legal/Contract Notices/Contracting	<p>Legal Department 1100 State Street Erie, PA 16504 Facsimile: (814) 871-8061 Attn. Nathaniel Ehrman Email: EhrmanN@natfuel.com</p>
Gas Measurement/Gas Testing	<p>Gas Measurement Department 717 State Street – Suite 700 Erie, PA 16501 Phone (844) NFG-WELL (844) 634-9355 Facsimile: (814) 871-8672 Email: NFG_GM@natfuel.com</p>
Field Operations/Meter Sets	<p>Gas Measurement Department 717 State Street – Suite 700 Erie, PA 16501 Phone (814) 871-8539 Facsimile: (814) 871-8672 Email: CampbellC@natfuel.com</p>
Gas Scheduling	<p>Transportation Service Department 6363 Main Street Williamsville, NY 14221 Phone (716) 857-7232 Facsimile: (716) 857-7479 Email: TSSsupport@natfuel.com</p>
Credit	<p>Credit & Receivables Management 6363 Main Street Williamsville, NY 14221 Phone (716) 857-7616 Facsimile: (716) 857-7479 Email: KawalerskiS@natfuel.com</p>

RNG INTERCONNECT AGREEMENT for GTOF

RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT
RNG OPERATOR CONTACTS ADDENDUM

CONTACT INFORMATION: RNG Operator: _____

Legal/Contract Notices	Name: _____ Address: _____ Title: _____ City/State/Zip: _____ Phone(1): _____ Phone(2): _____ Facsimile: _____ Email: _____
Emergency (24-Hour)	Name: _____ Address: _____ Title: _____ City/State/Zip: _____ Phone(1): _____ Phone(2): _____ Facsimile: _____ Email: _____
Field/Gas Testing/Operations	Name: _____ Address: _____ Title: _____ City/State/Zip: _____ Phone(1): _____ Phone(2): _____ Facsimile: _____ Email: _____
Accounting/Invoices	Name: _____ Address: _____ Title: _____ City/State/Zip: _____ Phone(1): _____ Phone(2): _____ Facsimile: _____ Email: _____
Other: _____	Name: _____ Address: _____ Title: _____ City/State/Zip: _____ Phone(1): _____ Phone(2): _____ Facsimile: _____ Email: _____

Updated Addendums should be sent to NFGDC by facsimile: (814) 871-8061 or mailed.

RNG INTERCONNECT AGREEMENT for GTOP

RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT

Between

NFGDC and _____

EXHIBIT A

Receipt Points(s):

RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT

Between

NFGDC and _____ (“RNG Operator”)

EXHIBIT B

Renewable Natural Gas Quality Standards

Renewable Natural Gas Quality Standards are based on the feedstock source utilized at the RNG Operator’s Plant to generate Biogas that is processed and treated to produce RNG. RNG constituent testing shall be based on the following table:

TABLE 1: Constituents of Concern (COC)

Parameter	Threshold Level	Testing Required				
		Landfill	Dairy, Swine	WWTP	Food Waste	Gasifier, Syngas
Water Content	7 lbs. vapor per MMcf **	Yes	Yes	Yes	Yes	Yes
Sulfur (S)	20 grains of total S per ccf **	Yes	Yes	Yes	Yes	Yes
Hydrogen Sulfide (H ₂ S)	0.3 grain of H ₂ S per ccf **	Yes	Yes	Yes	Yes	Yes
Carbon Dioxide	2 vol% **	Yes	Yes	Yes	Yes	Yes
Carbon Dioxide and Nitrogen	5 vol% **	Yes	Yes	Yes	Yes	Yes
Oxygen	0.2 vol% **	Yes	Yes	Yes	Yes	Yes
Siloxanes	0.1 mg Si/m ³	Yes	N/A	Yes	Yes	N/A
Ammonia	0.001 vol%	Yes	Yes	Yes	Yes	Yes
Hydrogen	0.1 vol%	Yes	Yes	Yes	Yes	Yes
Mercury	0.08 mg/m ³	Yes	N/A	Yes	Yes	Yes
Biologicals	≠	Yes	Yes	Yes	Yes	N/A
Volatile Metals						
Arsenic	0.38 mg/m ³	Yes	N/A	N/A	Yes	Yes
Antimony	9 mg/m ³	Yes	N/A	N/A	Yes	Yes
Copper	0.9 mg/m ³	Yes	N/A	N/A	Yes	Yes
Lead	1.125 mg/m ³	Yes	N/A	N/A	Yes	Yes
Volatile Organic Compounds						
Ethylbenzene	120 ppmv	Yes	N/A	Yes	Yes	Yes
Toluene	3600 ppmv	Yes	N/A	Yes	Yes	Yes
Semi-volatile Organic Compounds						
n-Nitroso-di-n-propylamine	0.12 ppmv	Yes	N/A	N/A	N/A	Yes

TABLE 1: Constituents of Concern (COC) - continued

Parameter	Threshold Level	Testing Required				
		Landfill	Dairy, Swine	WWTP	Food Waste	Gasifier, Syngas
Halocarbons						
p-Dichlorobenzenes	19 ppmv	Yes	N/A	Yes	Yes	Yes
Vinyl Chloride	6.6 ppmv	Yes	N/A	Yes	Yes	Yes
Aldehydes and Ketones						
Methacrolein	5.55 ppmv	Yes	Yes	Yes	Yes	Yes
Polychlorinated biphenyls (PCBs)	Below Detectable Limit	Yes	N/A	N/A	N/A	N/A
Pesticides	Below Detectable Limit	Yes	N/A	Yes	Yes	N/A

≠ 4 x 10 /scf (qPCR per APB, SRB, IOB^a group) and commercially free of bacteria of >0.2 microns

** Tariff specified limit.

Note: If mixed feedstock sources are utilized by the RNG Operator, NFGDC may test for all COCs.

RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT

Between

NFGDC and _____ (“RNG Operator”)

EXHIBIT C

Insurance Requirements

RNG Operator shall furnish insurance listed below. Insurance shall be placed with insurance carriers acceptable to NFGDC. Any insurance carrier providing such insurance must have at least an A- rating and financial category of VII or better as defined by A. M. Best. RNG Operator shall maintain this insurance at all times during performance of this Contract. In addition, if insurance is written on a “claims-made” basis, such insurance shall be maintained by RNG Operator for a minimum period of three years after the completion of the Contract. RNG Operator may elect to extend the discovery period under the existing policy for not less than three years.

RNG Operator, and any subcontractors, shall have NFGDC named as an additional insured under the insurance policies required below (with the exception of the professional liability policy (if applicable) and the workers’ compensation policy which shall include alternate employer endorsement), including any excess or umbrella policies for ongoing/current and completed operations. The coverage must be provided on a primary non-contributing basis and the limits will be exhausted before any other insurance is to apply.

RNG Operator shall require all subcontractors to the extent such are permitted, to furnish insurance listed below and such insurance shall be in accordance with all requirements of this section. In the event that subcontractors’ insurance does not meet the minimum requirements, RNG Operator’s insurance will respond.

Each insurance policy required by this section shall contain a waiver of the right of subrogation, as well as the right of set off and any right of deduction, by the respective underwriter(s) of such policy, and shall be endorsed to provide for severability of interest, cross liability or cross suit protection, so that each insured is treated separately under the policy. The waiver of the right of subrogation, setoff and deduction shall also extend to parent companies, subsidiaries and affiliates of NFGDC and the officers, directors, agents, and employees of such entities. These provisions must survive expiration, termination or cancellation of this Contract.

RNG Operator or subcontractor that is a legally permitted and qualified self-insurer in the state in which services are to be performed, may furnish proof that it is such a self-insurer and evidence of any excess coverage. RNG Operator will maintain financial responsibility of any-self-insured retention or deductible.

The Following Insurance Policies Are Required

Workers’ Compensation and Employer’s Liability Insurance - RNG Operator or subcontractor, shall maintain Workers’ Compensation and Employer’s Liability Insurance of the state in which the services are to be performed.

- a) RNG Operator shall determine if the work to be performed under this Contract requires coverage by any Federal Compensation statutes including, but not limited to, the Longshoremen’s and Harbor Workers’ Compensation Act or Jones Act and provide such coverage.

- b) The Commercial Umbrella and/or Employer's Liability limits must be in an amount not less than the amount for each accident included in the workers' compensation policy or separately obtained in those states that do not provide employer liability under the workers' compensation policy.

Commercial General Liability and Commercial Umbrella Liability Insurance - Commercial general liability insurance and commercial umbrella liability insurance with a combined limit for Bodily Injury and Property Damage of not less than \$5,000,000 each occurrence. Such insurance policies must include, at a minimum, coverage for contractual liability, personal injury and advertising, broad form property damage, premises/operations, independent operators, and products and completed operations and shall remain in force for a period of at least 5 years after completion of the work. Any exclusion for "Explosion", "Collapse" and/or "Underground" (XCU) operations shall be removed from such coverage. RNG Operator, and any subcontractors, shall have NFGDC named as an additional insured including any excess or umbrella policies for ongoing/current and completed operations.

Business Automobile Liability and Commercial Umbrella Liability Insurance - Business automobile liability insurance and commercial umbrella liability insurance with a combined single limit of not less than \$5,000,000 each occurrence. Such insurance policies must include, at a minimum, coverage for owned, hired and non-owned vehicles and related equipment.

Professional Liability Insurance - Professional liability insurance with a limit of not less than \$5,000,000 each claim and aggregate. This is to provide coverage for claims arising out of the performance of professional services under this Contract and caused by any error, omission, or negligent act for which RNG Operator is held liable. RNG Operator shall maintain this insurance for a minimum period of three years after the completion of the Contract. (The Professional Liability Insurance requirement is applicable if the RNG Operator or subcontractor performs professional services for any reason as part of the Contract.)

Certificates of insurance shall state that the insurance carrier has issued the policies providing for the insurance specified herein, that such policies are in force, that NFGDC is an additional insured under the policies for ongoing/current and completed operations, that all policies contain contractual liability coverage, and RNG Operator will give NFGDC thirty (30) days prior written notice of any material change in, non-renewal, or cancellation of, such policies. If such insurance policies are subject to any exceptions to the terms specified herein, such exceptions shall be explained in full in such certificates. NFGDC may, at its discretion, require RNG Operator, or any subcontractor to obtain insurance policies that are not subject to any exceptions to the terms specified herein. For such time as insurance is required under this Contract, RNG Operator shall provide NFGDC with annual current certificates of insurance 15 days prior to the anniversary date of each policy evidenced. At the request of NFGDC, RNG Operator shall provide NFGDC with current copies of all insurance policies and related endorsements required under this section.

FAILURE TO MAINTAIN THE INSURANCE COVERAGE PROVIDED HEREIN THROUGHOUT THE LIFE OF THIS CONTRACT SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT. IT IS THE RNG OPERATOR'S OBLIGATION TO PROVIDE NFGDC WITH CURRENT CERTIFICATES OF INSURANCE.

Certificate of Insurance Requirements

- a) Before entering the project site or starting work, the RNG Operator will give the NFGDC a certificate of insurance issued by a duly authorized representative of their insurer certifying that at least the minimum coverages required herein are in effect. The NFGDC will have the right, but not the obligation, of prohibiting the RNG Operator or sub-RNG Operator from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the NFGDC. Certificates of insurance shall be sent to:

National Fuel
Risk Management Department
P. O. Box 2081
Erie, PA 16512

- b) Failure of the NFGDC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the NFGDC to identify a deficiency from evidence provided will not be construed as a waiver of the RNG Operator's obligation to maintain insurance.
- c) The acceptance of delivery by the NFGDC of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the NFGDC that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.
- d) If the RNG Operator fails to maintain the insurance as set forth herein, the NFGDC will have the right, but not the obligation, to purchase said insurance at the RNG Operator's expense. Alternatively, the RNG Operator's failure to maintain the required insurance may result in termination of this Contract at the NFGDC's option
- e) If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage will be submitted with the RNG Operator's final invoice.

ATTACHMENT C

DATA SECURITY AGREEMENT

This Data Security Agreement ("Agreement") effective _____, is made and entered into this ____ day of _____, 20__ by and between National Fuel Gas Distribution Corporation ("Company"), with offices at 6363 Main Street, Williamsville, NY and _____, an Energy Service Entity ("ESE") with offices at _____; and together with Company the ("Parties" and each, individually, a "Party").

RECITALS

WHEREAS, ESE desires to have access to certain Company customer information, either customer-specific or aggregated customer information, the Company is obligated to provide information under 52 Pa. Code § 62.76 and/or the Pennsylvania Public Utility Commission ("Commission") has ordered Company to provide to ESE customer information; and

WHEREAS, ESE has obtained consent from all customers from whom the ESE intends to obtain information from Company; and

WHEREAS, Natural Gas Supplier ("NGS"), may utilize a third party to fulfill its Service obligations, including but not limited to, Electronic Data Interchange ("EDI") communications with Company, schedule gas supplies for DMT Service Customer(s), DMLMT Service Customer(s), MMT Customer(s) and/or SATC Customer(s) via Company's Transportation Scheduling System ("TSS") and/or access Confidential Information via Company issued accounts/passwords ; and

WHEREAS, a DMT Service Customer, DMLMT Service Customer or MMT Customer (individually, "Standalone Customer") may schedule its own gas supplies via Company's TSS without an NGS; and

WHEREAS, a Standalone Customer with daily metering and communications equipment which enable the Company to obtain each day meter readings of the volume of gas delivered to the Company for the Customer's account and the volume of gas from the Company used by the Customer each day may access to such information via Company issued accounts/passwords; and

WHEREAS, NGS or Standalone Customer utilization of a third party provider does not relieve NGS or Standalone Customer of their transactional obligation such that they must ensure that the third party provider must comply with all NGS or Standalone Customer obligations; and

WHEREAS, Company and ESE also desire to enter into this Agreement to establish, among other things, the full scope of ESE's obligations of security and confidentiality with respect to the Confidential Information in a manner consistent with the rules and regulations of the Commission and requirements of Company; and

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions.

- a. "Confidential ESE Information" means information that ESE is: (A) required by 52 PA Code §§ 59.91-59.99 to enroll the customer or (B) any other information provided by ESE to Company and marked confidential by the ESE, but excludes (i) information which is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives; (ii) information which was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information which becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such source was not subject to any prohibition against transmitting the information to Receiving Party and was not bound by a confidentiality agreement with Disclosing Party; (iv) information which was independently developed by the Receiving Party or its Representatives without reference to, or consideration of, the Confidential Information; or (v) information provided by the customer with customer consent where the customer expressly agrees that the information is public.
- b. "Confidential Company Information" means information that Company is: (A) required by 52 Pa. Code § 62.76 to provide to NGS or Standalone Customer or (B) any other information provided to ESE by Company and marked confidential by the Company at the time of disclosure, but excludes (i) information which is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives; (ii) information which was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information which becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such source was not subject to any prohibition against transmitting the information to Receiving Party and was not bound by a confidentiality agreement with Disclosing Party; (iv) information which was independently developed by the Receiving Party or its Representatives without reference to, or consideration of, the Confidential Information; or (v) information provided by the customer with customer consent where the customer expressly agrees that the information is public.
- c. "Confidential Information" means, collectively, Confidential Company Information or Confidential ESE Information.
- d. "Data Protection Requirements" means, collectively, (A) all national, state, and local laws, regulations, or other government standards relating to the protection of information that identifies or can be used to identify an individual that apply with respect to ESE or its Representative's Processing of Confidential Company Information; (B) industry best practices or frameworks to secure information, computer systems, network, and devices using a defense-in-depth approach, such as and including, but not limited to, NIST SP 800-53, ISO 27001 / 27002, COBIT, CIS Security Benchmarks, Top 20 Critical Controls as

- best industry practices and frameworks may evolve over time; and (C) the Commission rules, regulations, and guidelines relating to confidential data, including the Commission-approved UBP and UBP DERS.
- e. “Data Security Incident” means a situation when Company or ESE reasonably believes that there has been: (A) the loss or misuse (by any means) of Confidential Information; (B) the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Confidential Information, or Private Information, computer systems, network and devices used by a business; (C) any other act or omission that compromises the security, confidentiality, or integrity of Confidential Information, or (D) any material breach of any Data Protection Requirements in relation to the Processing of Confidential Information, including by any current or former Representatives.
 - f. “Customer Agent” is a third party that has access to Confidential Information via Company issued accounts/passwords and/or schedules gas on behalf of a NGS. Customer Agent includes, but is not limited to, third party Brokers Nonselling marketer and Nontraditional marketer as defined 52 PA Code § 62.101 that access Confidential Information via Company issued accounts/passwords.”
 - g. “Standalone Customer” is a customer eligible for natural gas transportation service under 52 PA Code § 60.3 defined in Company’s tariff as a DMT Service Customer, DMLMT Service Customer or MMT Customer, that schedules its own gas supplies via Company’s TSS without an NGS.
 - h. “NGS” has the meaning set forth in the UBP approved by the Commission and as it may be amended from time to time, which is “an entity eligible to sell electricity and/or natural gas to end-use customers using the transmission or distribution system of a Company.”
 - i. “ESE” shall have the meaning set forth in the Recitals and for the avoidance of doubt, includes but is not limited to NGSs or Standalone Customers, Customer Agents and contractors of such entities with which Company electronically exchanges data other than by email and any other entities with which Company electronically exchanges data other than by email or by a publicly available portal.
 - j. “PUC” or “Commission” shall have the meaning attributed to it in the Recitals.
 - k. “Processing” (including its cognate, “process”) means any operation, action, error, omission, negligent act, or set of operations, actions, errors, omissions, or negligent acts that is performed using or upon Confidential Information or Company Data, whether it be by physical, automatic or electronic means, including, without limitation, collection, recording, organization, storage, access, adaptation, alteration, retrieval, use, transfer, hosting, maintenance, handling, retrieval, consultation, use, disclosure, dissemination, exfiltration,

taking, removing, copying, processing, making available, alignment, combination, blocking, deletion, erasure, or destruction.

- I. "Third-Party Representatives" or "Representatives" means those agents, including Customer Agents, acting on behalf of NGSs or Standalone Customers, that are contractors or subcontractors and that store, transmit or process Confidential Company Information. For the avoidance of doubt, Third-Party Representatives do not include ESEs and their members, directors, officers or employees who need to know Confidential Company Information for the purposes of providing Services.
- m. "Services" mean any assistance in the competitive markets provided by ESEs to end use customers or NGSs or Standalone Customers that also require interaction with a Company, including but not limited to the electronic exchange of information with a Company, and must be provided in accordance with the Governing Documents.
- n. "Company Data" means data held by Company, whether produced in the normal course of business or at the request of ESE.

2. Scope of the Agreement. This Agreement shall govern security practices of ESEs that have electronic communications, other than email, with the Company and security practices that apply to all Confidential Company Information disclosed to ESE or to which ESE is given access by Company, including all archival or back-up copies of the Confidential Company Information held or maintained by ESE (or its Representatives) and Confidential ESE Information.¹ No financial information, other than billing information, will be provided pursuant to this Agreement. If any information is inadvertently sent to ESE or Company, ESE or Company will immediately notify the Company/ESE and destroy any such information in the appropriate manner.

3. ESE Compliance with all Applicable Regulatory Requirements. The Parties agree that the 52 PA Code §§ 62.71 -62.81, Company's Tariff and Commission Orders set forth rules governing the protection of Confidential Information (collectively, "Governing Documents") and electronic exchange of information between the Parties, including but not limited to EDI.

_____ NGS or Standalone Customer utilizes a Third-Party Representative as a vendor, agent or other entity to provide electronic exchange of information, other than by email, with Company. ESE will require Third-Party Representative to abide by the applicable Governing Documents.

4. Customer Consent. The Parties agree that the Governing Documents govern an ESE's obligation to obtain informed consent from all customers about whom ESE

¹ Where an ESE exclusively uses a Third Party Representative(s) to communicate electronically with a utility other than by email and the ESE's Third Party Representative executes a DSA with the utility, a DSA is not required of the ESE.

requests data from Company. The ESE agrees to comply with the Governing Documents regarding customer consent.

- 5. Provision of Information.** Company agrees to provide to ESE or its Representatives, certain Confidential Company Information, as requested, provided that: (A) ESE and its Representatives are in compliance with the terms of this Agreement in all material respects; (B) if required by Company, ESE has provided and has required its Representatives to provide, to the satisfaction of Company any Vendor Product/Service Security Assessments or self-attestations (attached hereto as Exhibit A) or such other risk assessment forms as Company may require from time to time ("Assessment") and ESE will comply with the Company Assessment requirements as approved by the Company; (C) ESE (and its Representatives, as applicable) shall have and maintain throughout the term, systems and processes in place and as detailed in the Assessment acceptable to Company to protect system security and Confidential Company Information; and; (D) ESE complies and shall require its Third-Party Representatives who process Confidential Information to comply with Company's Assessment requirements as approved by the Company. Provided the foregoing prerequisites have been satisfied, ESE shall be permitted access to Confidential Company Information and/or Company shall provide such Confidential Company Information to ESE. Nothing in this Agreement will be interpreted or construed as granting either Party any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right or any right to assert any lien over or right to withhold from the other Party any Data and/or Confidential Information of the other Party. Company will comply with the security requirements set forth in its Assessment.
- 6. Confidentiality.** ESE shall: (A) hold all Confidential Company Information in strict confidence pursuant to the Governing Documents and Commission's orders; except as otherwise expressly permitted by Section 7 herein; (B) not disclose Confidential Company Information to any Third-Party Representatives, or affiliates, except as set forth in Section 7(a) of this Agreement; (C) not Process Confidential Company Information other than for the Services defined in the Recitals as authorized by this Agreement; (D) limit reproduction of Confidential Company Information; (E) store Confidential Company Information in a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential Company Information under the provisions hereof; (F) otherwise use at least the same degree of care to avoid publication or dissemination of the Confidential Company Information as ESE employs (or would employ) with respect to its own confidential information that it does not (or would not) desire to have published or disseminated, but in no event less than reasonable care; and (G) to the extent required by the Company, each Representative with a need to know the Confidential Company Information shall sign the Third-Party Representative Agreement set forth as Exhibit B to this Agreement. At all times, Company shall have the right for cause to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential Company Information are being observed and ESE shall be obligated to promptly provide Company with the requested assurances.

Company shall: (A) hold all Confidential ESE Information in strict confidence; except as otherwise expressly permitted by Section 7 herein; (B) not disclose Confidential ESE Information to any other person or entity except as set forth in Section 7(a) of this Agreement; (C) not Process Confidential ESE Information other than for the Services defined in the Recitals as authorized by this Agreement; (D) limit reproduction of Confidential ESE Information; (E) store Confidential ESE Information in a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential ESE Information under the provisions hereof; (F) otherwise use at least the same degree of care to avoid publication or dissemination of the Confidential ESE Information as Company employs (or would employ) with respect to its own confidential information that it does not (or would not) desire to have published or disseminated, but in no event less than reasonable care; and (G) to the extent required by ESE, each Representative with a need to know the Confidential ESE Information shall sign the Third-Party Representative Agreement set forth as Exhibit B to this Agreement. At all times, ESE shall have the right for cause to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential ESE Information are being observed and Company shall be obligated to promptly provide ESE with the requested assurances.

This Section 6 supersedes prior non-disclosure agreements between the Parties pertaining to Confidential Information.

7. Exceptions Allowing ESE to Disclose Confidential Company Information.

- a. **Disclosure to Representatives.** Notwithstanding the provisions of Section 6 herein, the Parties may disclose Confidential Information to their Third-Party Representatives who have a legitimate need to know or use such Confidential Information for the purposes of providing Services in accordance with the Governing Documents, provided that each such Third-Party Representative first: (A) is advised by the disclosing Party of the sensitive and confidential nature of such Confidential Information; (B) agrees to comply with the provisions of this Agreement, provided that with respect to Third-Party Representatives and this subsection (B), such Third-Party Representatives must agree in writing to be bound by and observe the provisions of this Agreement as though such Third-Party Representatives were a Party/ESE; and (C) signs the Third-Party Representative Agreement. All such written Agreements with Third-Party Representatives shall include direct liability for the Third-Party Representatives towards Company/ESE for breach thereof by the Third-Party Representatives, and a copy of such Agreement and each Third-Party Representative Agreement shall be made available to Company/ESE upon request. Notwithstanding the foregoing, the Parties shall be liable for any act or omission of a Third-Party Representative, including without limitation, those acts or omissions that would constitute a breach of this Agreement.
- b. **Disclosure if Legally Compelled.** Notwithstanding anything herein, in the event that a Party or any of its Third-Party Representatives receives notice that it has, will, or may become compelled, pursuant to applicable law or regulation

or legal process to disclose any Confidential Information (whether by receipt of oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands, other similar processes, or otherwise), that Party shall, except to the extent prohibited by law, within one (1) business day, notify the other Party, orally and in writing, of the pending or threatened compulsion. To the extent lawfully allowable, the Parties shall have the right to consult and the Parties will cooperate, in advance of any disclosure, to undertake any lawfully permissible steps to reduce and/or minimize the extent of Confidential Information that must be disclosed. The Parties shall also have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Confidential Information that must be disclosed. In any event, the Party and its Third-Party Representatives shall disclose only such Confidential Information which they are advised by legal counsel that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as such may be affected by any protective order or other remedy obtained by the Party) and the Party and its Third-Party Representatives shall use all reasonable efforts to ensure that all Confidential Information that is so disclosed will be accorded confidential treatment.

- 8. Return/Destruction of Information.** Within thirty (30) days after Company's written demand, ESE shall (and shall cause its Third-Party Representatives to) cease to access and Process Confidential Company Information and shall at the Company's option: (A) return such Confidential Company Information to Company in such manner, format, and timeframe as reasonably requested by Company or, if not so directed by Company, (B) shred, permanently erase and delete, degauss or otherwise modify so as to make unreadable, unreconstructible and indecipherable ("Destroy") all copies of all Confidential Company Information (including any and all extracts, compilations, studies, or other documents based upon, derived from, or containing Confidential Company Information) that has come into ESE's or its Third-Party Representatives' possession, including Destroying Confidential Company Information from all systems, records, archives, and backups of ESE and its Third-Party Representatives, and all subsequent access, use, and Processing of the Confidential Company Information by ESE and its Third-Party Representatives shall cease provided any items required to be maintained by governmental administrative rule or law or necessary for legitimate business or legal needs will not be destroyed until permitted and will remain subject to confidentiality during the retention period. ESE agrees that upon a customer revocation of consent, ESE warrants that it will no longer access through Company Confidential Company Information and that it will Destroy any Confidential Company Information in its or its Third-Party Representative's possession. Notwithstanding the foregoing, ESE and its Third-Party Representatives shall not be obligated to erase Confidential Company Information contained in an archived computer system backup maintained in accordance with their respective security or disaster recovery procedures, provided that ESE and its Third-Party Representatives shall: (1) not have experienced an actual Data Security Incident; (2) maintain Data Security Protections to limit access to or recovery of Confidential

Company Information from such computer backup system and; (3) keep all such Confidential Company Information confidential in accordance with this Agreement. ESE shall, upon request, certify to Company that the destruction by ESE and its Third-Party Representatives required by this Section has occurred by (A) having a duly authorized officer of ESE complete, execute, and deliver to Company a certification and (B) obtaining substantially similar certifications from its Third-Party Representatives and maintaining them on file. Compliance with this Section 8 shall not relieve ESE from compliance with the other provisions of this Agreement. The written demand to Destroy or return Confidential Company Information pursuant to this Section may occur if the ESE has been decertified pursuant to the Governing Documents, the Company has been notified of a potential or actual Data Security Incident and Company has a reasonable belief of potential ongoing harm or the Confidential Company Information has been held for a period in excess of its retention period. The obligations under this Section shall survive any expiration or termination of this Agreement. Subject to applicable federal, state and local laws, rules, regulations and orders, at ESE's written demand and termination of electronic exchange of data with Company, Company will Destroy or return, at ESE's option, Confidential ESE Information.

- 9. Audit.** Upon thirty (30) days notice to ESE, ESE shall, and shall require its Third-Party Representatives to permit Company, its auditors, designated representatives, to audit and inspect, at Company's sole expense (except as otherwise provided in this Agreement), and provided that the audit may occur no more often than once per twelve (12) month period (unless otherwise required by Company's regulators). The audit may include (A) the facilities of ESE and ESE's Third-Party Representatives where Confidential Company Information is Processed by or on behalf of ESE; (B) any computerized or paper systems used to Process Confidential Company Information; and (C) ESE's security practices and procedures, facilities, resources, plans, procedures, and books and records relating to the privacy and security of Confidential Company Information. Such audit rights shall be limited to verifying ESE's compliance with this Agreement, including all applicable Data Protection Requirements. If the ESE provides a SOC II report or its equivalent to the Company, or commits to complete an independent third-party audit of ESE's compliance with this Agreement acceptable to the Company at ESE's sole expense, within one hundred eighty (180) days, no Company audit is necessary absent a Data Security Incident. Any audit must be subject to confidentiality and non-disclosure requirements set forth in Section 6 of this Agreement. Company shall provide ESE with a report of its findings as a result of any audit carried out by or on behalf of Company. ESE shall, within thirty (30) days, or within a reasonable time period agreed upon in writing between the ESE and Company, correct any deficiencies identified by Company, and provide the SOC II audit report or its equivalent or the report produced by the independent auditor to the Company and provide a report regarding the timing and correction of identified deficiencies to the Company.
- 10. Investigation.** Upon notice to ESE, ESE shall assist and support Company in the event of an investigation by any regulator or similar authority, if and to the extent

that such investigation relates to Confidential Company Information Processed by ESE on behalf of Company. Such assistance shall be at Company's sole expense, except where such investigation was required due to the acts or omissions of ESE or its Representatives, in which case such assistance shall be at ESE's sole expense.

- 11. Data Security Incidents.** ESE is responsible for any and all Data Security Incidents involving Confidential Company Information that is Processed by, or on behalf of, ESE. ESE shall notify Company in writing immediately (and in any event within forty-eight (48) hours) whenever ESE reasonably believes that there has been a Data Security Incident. After providing such notice, ESE will investigate the Data Security Incident, and immediately take all necessary steps to eliminate or contain any exposure of Confidential Company Information and keep Company advised of the status of such Data Security Incident and all matters related thereto. ESE further agrees to provide, at ESE's sole cost: (1) reasonable assistance and cooperation requested by Company and/or Company's designated representatives, in the furtherance of any correction, remediation, or investigation of any such Data Security Incident; (2) and/or the mitigation of any damage, including any notification required by law or that Company may determine appropriate to send to individuals impacted or potentially impacted by the Data Security Incident; and (3) and/or the provision of any credit reporting service required by law or that Company deems appropriate to provide to such individuals. In addition, within thirty (30) days of confirmation of a Data Security Incident, ESE shall develop and execute a plan, subject to Company's approval, which approval will not be unreasonably withheld, that reduces the likelihood of a recurrence of such Data Security Incident. ESE agrees that Company may at its discretion and without penalty immediately suspend performance hereunder and/or terminate the Agreement if a Data Security Incident occurs and it has a reasonable belief of potential ongoing harm. Any suspension made by Company pursuant to this paragraph 11 will be temporary, lasting until the Data Security Incident has ended, the ESE security has been restored to the reasonable satisfaction of the Company so that Company IT systems and Confidential Company Information are safe and the ESE is capable of maintaining adequate security once electronic communication resumes. Actions made pursuant to this paragraph, including a suspension will be made, or subject to dispute resolution and appeal as applicable, pursuant to the Governing Documents processes as approved by the Commission.
- 12. Cybersecurity Insurance Required.** ESE shall carry and maintain Cybersecurity insurance in an amount of no less than \$5,000,000 per incident. Company will maintain at least \$5,000,000 of Cybersecurity insurance.
- 13. No Intellectual Property Rights Granted.** Nothing in this Agreement shall be construed as granting or conferring any rights, by license, or otherwise, expressly, implicitly, or otherwise, under any patents, copyrights, trade secrets, or other intellectual property rights of Company, and ESE shall acquire no ownership interest in the Confidential Company Information. No rights or obligations other than those expressly stated herein shall be implied from this Agreement.

14. Additional Obligations.

- a. ESE shall not create or maintain data which are derivative of Confidential Company Information except for the purpose of performing its obligations under this Agreement or as authorized by the Governing Documents. For purposes of this Agreement, the following shall not be considered Confidential Company Information or a derivative thereof: (i) any customer contracts, customer invoices, or any other documents created by ESE that reference estimated or actual measured customer usage information, which ESE needs to maintain for any tax, financial reporting or other legitimate business purposes consistent with the Governing Documents; and (ii) Data collected by ESE from customers through its website or other interactions based on those customers' interest in receiving information from or otherwise engaging with ESE or its partners.
- b. ESE shall comply with all applicable privacy and security laws to which it is subject, including without limitation all applicable Data Protection Requirements and not, by act or omission, place Company in violation of any privacy or security law known by ESE to be applicable to Company.
- c. ESE shall have in place appropriate and reasonable processes and systems, including an Information Security Program, defined as having completed an accepted Attestation as reasonably determined by the Company in its discretion, to protect the security of Confidential Company Information and prevent a Data Security Incident, including, without limitation, a breach resulting from or arising out of ESE's internal use, processing, or other transmission of Confidential Company Information, whether between or among ESE's Third-Party Representatives, subsidiaries and affiliates or any other person or entity acting on behalf of ESE, including without limitation Third-Party Representatives. The Company's determination is subject to the dispute resolution process satisfactory to the Company. In the event the Company and ESE are unable to resolve the dispute by mutual agreement within thirty (30) days of said referral, the dispute shall be referred for mediation through the Commission's Office of Administrative Law Judge. A party may request mediation prior to that time if it appears that informal resolution is not productive.
- d. ESE and Company shall safely secure or encrypt during storage and encrypt during transmission all Confidential Information.
- e. ESE shall establish policies and procedures to provide reasonable and prompt assistance to Company in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of a Data Security Incident involving Confidential Company Information Processed by ESE to the extent such request, complaint or other communication relates to ESE's Processing of such individual's Confidential Company Information.

- f. ESE shall establish policies and procedures to provide all reasonable and prompt assistance to Company in responding to any and all requests, complaints, or other communications received from any individual, government, government agency, regulatory authority, or other entity that is or may have an interest in the Confidential Company Information, data theft, or other unauthorized release of Confidential Company Information, disclosure of Confidential Company Information, or misuse of Confidential Company Information to the extent such request, complaint or other communication relates to ESE's accessing or Processing of such Confidential Company Information.
 - g. ESE will not process Confidential Company Information outside of the United States or Canada absent a written agreement with Company. For the avoidance of doubt, Confidential Company Information stored in the United States or Canada, or other countries as agreed upon in writing will be maintained in a secure fashion at a secure location pursuant to the terms and conditions of this Agreement.
- 15. Specific Performance.** The Parties acknowledge that disclosure or misuse of Confidential Company Information in violation of this Agreement may result in irreparable harm to Company, the amount of which may be difficult to ascertain and which may not be adequately compensated by monetary damages, and that therefore Company shall be entitled to specific performance and/or injunctive relief to enforce compliance with the provisions of this Agreement. Company's right to such relief shall be in addition to and not to the exclusion of any remedies otherwise available under this Agreement, at law or in equity, including monetary damages, the right to terminate this Agreement for breach and the right to suspend in accordance with the UBP and UBP DERS the provision or Processing of Confidential Company Information hereunder. ESE agrees to waive any requirement for the securing or posting of any bond or other security in connection with Company obtaining any such injunctive or other equitable relief.
- 16. Indemnification.** To the fullest extent permitted by law, ESE shall indemnify and hold Company, its affiliates, and their respective officers, directors, trustees, shareholders, employees, and agents, harmless from and against any and all loss, cost, damage, or expense of every kind and nature (including, without limitation, penalties imposed by the Commission or other regulatory authority or under any Data Protection Requirements, court costs, expenses, and reasonable attorneys' fees) arising out of, relating to, or resulting from, in whole or in part, the breach or non-compliance with this Agreement by ESE or any of its Third-Party Representatives except to the extent that the loss, cost, damage or expense is caused by the negligence, gross negligence or willful misconduct of Company.
- 17. Notices.** With the exception of notices or correspondence relating to potential or pending disclosure under legal compulsion, all notices and other correspondence hereunder shall be sent by first class mail, by personal delivery, or by a nationally recognized courier service. Notices or correspondences relating to potential or pending disclosure under legal compulsion shall be sent by means of Express Mail

through the U.S. Postal Service or other nationally recognized courier service which provides for scheduled delivery no later than the business day following the transmittal of the notice or correspondence and which provides for confirmation of delivery. All notices and correspondence shall be in writing and addressed as follows:

If to ESE, to:

ESE Name:
Name of Contact:
Address:
Phone:
Email:

If to Company, to:

Company Name: National Fuel Gas Distribution Corporation
Name of Contact: Rates and Regulatory Affairs Department
Address: 6363 Main Street, Williamsville, NY 14221
Phone: 716-857-6824
Email: NFGratesPAD@natfuel.com

A Party may change the address or addressee for notices and other correspondence to it hereunder by notifying the other Party by written notice given pursuant hereto.

- 18. Term and Termination.** This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated in accordance with the provisions of the service agreement, if any, between the Parties or the Governing Documents and upon not less than thirty (30) days' prior written notice specifying the effective date of termination, provided, however, that any expiration or termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination. Company may terminate this Agreement if the ESE is decertified under the UBP or DER UBP, has not served customers for two (2) years, or has not had electronic communication, other than by email, with Company for one (1) year. Further, Company may terminate this Agreement immediately upon notice to ESE in the event of a material breach hereof by ESE or its Third-Party Representatives. For the purpose of clarity, a breach of Sections 3-4, 6-11, 13, 14, 16, and 24 shall be a material breach hereof. Upon the expiration or termination hereof, neither ESE nor its Third-Party Representatives shall have any further right to Process Confidential Company Information or Customer Information and shall immediately comply with its obligations under Section 8 and the Company shall not have the right to process Confidential ESE Information and shall immediately comply with its obligations under Section 8.
- 19. Consent to Jurisdiction; Selection of Forum.** ESE irrevocably submits to the jurisdiction of the Commission and courts located within the Commonwealth of

Pennsylvania with regard to any dispute or controversy arising out of or relating to this Agreement. ESE agrees that service of process on it in relation to such jurisdiction may be made by certified or registered mail addressed to ESE at the address for ESE pursuant to Section 11 hereof and that such service shall be deemed sufficient even under circumstances where, apart from this Section, there would be no jurisdictional basis for such service. ESE agrees that service of process on it may also be made in any manner permitted by law. ESE consents to the selection of the Pennsylvania and United States courts within Erie County, Pennsylvania as the exclusive forums for any legal or equitable action or proceeding arising out of or relating to this Agreement.

20. **Governing Law.** This Agreement shall be interpreted and the rights and obligations of the Parties determined in accordance with the laws of the State of New York, without recourse to such state's choice of law rules.
21. **Survival.** The obligations of ESE under this Agreement shall continue for so long as ESE and/or ESE's Third-Party Representatives continue to have access to, are in possession of or acquire Confidential Company Information even if all Agreements between ESE and Company have expired or been terminated.
22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Copies of this Agreement and copies of signatures on this Agreement, including any such copies delivered electronically as a .pdf file, shall be treated for all purposes as originals.
23. **Amendments; Waivers.** Except as directed by the Commission, this Agreement may not be amended or modified except if set forth in writing signed by the Party against whom enforcement is sought to be effective. No forbearance by any Party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it. Any waiver shall be effective only if in writing and signed by an authorized representative of the Party making such waiver and only with respect to the particular event to which it specifically refers.
24. **Assignment.** This Agreement (and the Company's or ESE's obligations hereunder) may not be assigned by Company, ESE or Third Party Representatives without the prior written consent of the non-assigning Party, and any purported assignment without such consent shall be void. Consent will not be unreasonably withheld.
25. **Severability.** Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

26. **Entire Agreement.** This Agreement (including any Exhibits hereto) constitutes the entire Agreement between the Parties with respect to the subject matter hereof and any prior or contemporaneous oral or written Agreements or understandings with respect to such subject matter are merged herein. This Agreement may not be amended without the written Agreement of the Parties.
27. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of, and shall be binding solely upon, the Parties and their respective agents, successors, and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the Parties and the indemnified parties named herein, and no other party shall have any right, claim, or action as a result of this Agreement.
28. **Force Majeure.** No Party shall be liable for any failure to perform its obligations in connection with this Agreement, where such failure results from any act of God or governmental action or order or other cause beyond such Party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure) which prevents such Party from performing under this Agreement and which such Party is unable to prevent or overcome after the exercise of reasonable diligence. For the avoidance of doubt a Data Security Incident is not a force majeure event.
29. **Relationship of the Parties.** Company and ESE expressly agree they are acting as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. Except as expressly authorized herein, this Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other.
30. **Construction.** This Agreement shall be construed as to its fair meaning and not strictly for or against any party.
31. **Binding Effect.** No portion of this Agreement is binding upon a Party until it is executed on behalf of that Party in the space provided below and delivered to the other Party. Prior to such execution and delivery, neither the submission, exchange, return, discussion, nor the negotiation of this document, whether or not this document is then designated as a "draft" document, shall have any binding effect on a Party.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

**NATIONAL FUEL GAS DISTRIBUTION ESE
CORPORATION**

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

**SELF-ATTESTATION
OF INFORMATION SECURITY CONTROLS**

National Fuel Gas Distribution Corporation (“Company”) represents that for all information received from Third Party in response or pursuant to this Self-Attestation that is marked CONFIDENTIAL by Third Party (Confidential Self-Attestation Information) Company shall: (A) hold such Confidential Self-Attestation Information in strict confidence; (B) not disclose such Confidential Self-Attestation Information to any other person or entity; (C) not Process such Confidential Self-Attestation Information outside of the United States or Canada; (D) not Process such Confidential Self-Attestation Information for any purpose other than to assess the adequate security of Third party pursuant to this Self-Attestation and to work with Third party to permit it to achieve adequate security if it has not already done so; (E) limit reproduction of such Confidential Self-Attestation Information; (F) store such Confidential Self-Attestation Information in a secure fashion at a secure location in the United States or Canada that is not accessible to any person or entity not authorized to receive such Confidential Self-Attestation Information under the provisions hereof; (G) otherwise use at least the same degree of care to avoid publication or dissemination of such Confidential Self-Attestation Information as Company employs (or would employ) with respect to its own confidential information that it does not (or would not) desire to have published or disseminated, but in no event less than reasonable care.

The Requirements to complete the Self-Attestation are as follows (check all that apply to Third Party's computing environment, leave blank all that do not apply to Third Party's computing environment. For items that do not apply. If there are plans to address items that do not currently apply within the next 12 months, place an asterisk in the blank and the month/year the requirement is projected to apply to the Third Party's computing environment), comments regarding plans for compliance are encouraged:

This SELF-ATTESTATION OF INFORMATION SECURITY CONTROLS (“Attestation”), is made as of this _____ day of _____, 20__ by _____, a third party (“Third Party”) to Company.

WHEREAS, Third Party desires to retain access to certain Confidential Company Information² (as defined in this Data Security Agreement), Third Party must THEREFORE self-attest to Third Party's compliance with the Information Security Control Requirements ("Requirements") as listed herein. Third Party acknowledges that non-compliance with any of the Requirements may result in the termination of Company data access as per the discretion of Company, in whole or part, for its or their system(s). Any termination process will proceed pursuant to the Company's tariff.

- _____ An Information Security Policy is implemented across the Third Party corporation which includes officer level approval.
- _____ An Incident Response Procedure is implemented that includes notification within 48 hours of knowledge of a potential incident alerting utilities when Confidential Company Information is potentially exposed, or of any other potential security breach.
- _____ Role-based access controls are used to restrict system access to authorized users and limited on a need-to-know basis.
- _____ Multi-factor authentication is used for all remote administrative access, including, but not limited to, access to production environments.
- _____ All production systems are properly maintained and updated to include security patches on a periodic basis. Where a critical alert is raised, time is of the essence, and patches will be applied as soon as practicable.
- _____ Antivirus software is installed on all servers and workstations and is maintained with up-to-date signatures.
- _____ All Confidential Company Information is encrypted in transit utilizing industry best practice encryption methods.
- _____ All Confidential Company Information is secured or encrypted at rest utilizing industry best practice encryption methods, or is otherwise physically secured.
- _____ It is prohibited to store Confidential Company Information on any mobile forms of storage media, including, but not limited to, laptop PCs, mobile

² "Confidential Company Information" means, collectively, aggregated and customer-specific information that Company is: (A) required by 52 Pa. Code § 62.76 and or (B) any other Data provided to ESE by Company and marked confidential by the Company at the time of disclosure, or (C) a Company's operations and/or systems, including but not limited to log-in credentials, but excludes (i) information which is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives; (ii) information which was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information which becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such source was not subject to any prohibition against transmitting the information to Receiving Party and was not bound by a confidentiality agreement with Disclosing Party; (iv) information which was independently developed by the Receiving Party or its Representatives without reference to, or consideration of, the Confidential Information; or (v) information provided by the customer with customer consent where the customer expressly agrees that the information is public.

phones, portable backup storage media, and external hard drives, unless the storage media or data is encrypted.

_____ All Confidential Company Information is stored in the United States or Canada only, including, but not limited to, cloud storage environments and data management services.

_____ Third Party monitors and alerts their network for anomalous cyber activity on a 24/7 basis.

_____ Security awareness training is provided to all personnel with access to Confidential Company Information.

_____ Employee background screening occurs prior to the granting of access to Confidential Company Information.

_____ Replication of Confidential Company Information to non-company assets, systems, or locations is prohibited.

_____ Access to Confidential Company Information is revoked when no longer required, or if employees separate from the Third Party.

Additionally, the attestation of the following item is requested, but is NOT part of the Requirements:

_____ Third Party maintains an up-to-date SOC II Type 2 Audit Report, or other security controls audit report.

IN WITNESS WHEREOF, Third Party has delivered accurate information for this Attestation as of the date first above written.

Signature: _____

Name: _____

Title: _____

Date: _____

THIRD-PARTY REPRESENTATIVE AGREEMENT

This Third-Party Agreement to be provided to the Company upon request.

I, _____, have read the Agreement between _____, (“Company”) and _____, (“Company”) dated _____, 20__ (the “Agreement”) and agree to the terms and conditions contained therein. My duties and responsibilities on behalf of _____ require me to have access to the Confidential Information disclosed by Company to the ESE pursuant to the Agreement.

Signature

Date

ATTACHMENT D



Business Unit: NFG Distributuion Co - PA
Report Number: GL3103

**Income Statement - 12 Months Ended
For the Period Ended March 31, 2019**

Run Date: 04/18/2019

Run Time: 13:53:46

	Current
Gas Revenues	\$178,906,128
Less: Purchased Gas Sold	97,865,793
Revenue Taxes	0
Net Gas Revenues	81,040,335
Transportation Revenues	42,310,826
Less: Purchased Gas Sold	2,371,669
Revenue Taxes	0
Net Transportations Revenue	39,939,157
Other Operating Revenues	-8,557,721
Total Net Revenues	112,421,771
Operating Revenue Deductions:	
Operation Expense	58,900,185
Maintenance Expense	3,854,213
Depletion, Depreciation & Amortization	14,234,397
Income Tax Federal - Current	1,711,859
Income Tax State - Current	2,159,158
Provision For Deferred Income Tax	2,356,077
Investment Tax Credit	0
Other Taxes	1,381,495
Total Operating Revenue Deductions	84,597,382
Operating Income/(-)Loss	27,824,388

ATTACHMENT E

**NATIONAL FUEL GAS DISTRIBUTION CORPORATION
BUFFALO, NEW YORK
RATES, RULES AND REGULATIONS
GOVERNING THE FURNISHING
OF
NATURAL GAS SERVICE
IN
TERRITORY DESCRIBED HEREIN**

Issued: ~~April 30~~ June 14, 2019

Effective: ~~May~~ August 13, 2019

D. L. DeCAROLIS, PRESIDENT
BUFFALO, NEW YORK

This Supplement includes changes to LIRA.

See page 2.

LIST OF CHANGES MADE BY THIS TARIFF

CHANGE:

1. ~~LIRA percentage discounts table changes~~ Elimination of outdated Rider D language.
Pages ~~37A-11~~ and ~~37B~~37C.

INCREASE:

2. ~~LIRA rate discount in Rider F increases~~ Gas Emergency Plan changes regarding means of communication and web site link.
Pages ~~164-27~~ and ~~167~~29.
3. Addition of meter standards reference for rotary and turbine meters.
Page 35C.
4. Addition of Rule 32 - Renewable Natural Gas and Rule 33 - Data Security Agreement.
Pages 35H.
5. Change to SB Transportation - OFO non-performance rates.
Pages 96.
6. Addition of Cyber Security special provisions to MMT, DMT, MMNGS, SATS, and DMLMT Rate Schedules.
Pages 108, 118, 118J, 146 and 146H.
7. Elimination of Transition Costs associated with FERC Order No. 636.
Page 121.
8. Change to storage inventory requirements.
Pages 128 and 130.

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RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

3. DETERMINATION OF COMPANY INVESTMENT FOR UPGRADE/EXTENSION OF FACILITIES
(Cont'd)

Gas Space Heating:

Single Family Home - [(square footage x .029) - 5.4] Mcf
Apartment/Condominium - [(square footage x .024) + 3.14] Mcf
Manufactured Home - [(square footage x .0267) + 6.98] Mcf

Gas Appliances:

Gas Water Heater - 20.4 Mcf

Gas Dryer - 3.6 Mcf

Gas Range - 7.6 Mcf

Other Gas Appliances - Determined by the Company on a case-by-

case basis.

(b) Commercial or Public Authority: Industrial

The Company shall estimate projected firm annual volumes on a case-by-case basis.

(2) This annual volume is then distributed into 12 monthly amounts based on an average distribution in the appropriate revenue classification. (Alternatively, the customer's annual usage estimate may be distributed according to his own historic or projected monthly load profile pursuant to the Company's review and approval.)

(3) The appropriate rate schedule is applied to each monthly volume, and the results are added to produce annual gross revenues.

(4) For each monthly volume, the ~~summation of the following~~ costs shall be determined ~~for: (a)~~ the portion of monthly gross revenues for recovery of purchased gas costs pursuant to applicable provisions of Rider A to this tariff and the applicable rate schedule; ~~(b) Transition costs pursuant to applicable provision of Rider D to this tariff and the applicable rate schedule.~~

(C)

The portion of monthly gross revenues for recovery of Purchased Gas Costs and Transition Costs for each month shall be added together to produce annual revenues for recovery of Purchased Gas Costs and Transition Costs.

(5) The amount calculated under item (4) above, shall be subtracted from the amount calculated under item (3) above.

(6) Additional annual revenues resulting from the upgrade/extension shall be determined by reducing the annual revenues for recovery of non-gas costs as calculated in (5) above, by the customer's currently generated annual revenues for recovery of non-gas costs, if any, as determined by the Company.

- (C) Indicates Change
- (D) Indicates Decrease
- (I) Indicates Increase

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont ')

26. GAS EMERGENCY PLANS

A. Definitions

The following words and terms have the following meanings unless the text clearly indicates otherwise:

- (1) Alternate fuel - Any fuel other than natural gas.
- (2) Alternate fuel capability - The installed and operable ability to use any fuel other than natural gas on a time sensitive basis.
- (3) Commercial use - Gas usage by customers engaged primarily in the sale of goods and services including consumption by office buildings, institutions and government agencies.
- (4) Essential human needs - Gas usage in any building where persons normally dwell including residences, apartment houses, dormitories, hotels, hospitals and nursing homes.
- (5) Firm service - Natural gas service offered to consumers under tariffs or contracts that anticipate no interruption.
- (6) Industrial use - Gas usage by customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power.
- (7) Interruptible service - Natural gas services that can be temporarily discontinued under term and conditions specified by tariff or contract.
- (8) Plant protection use - Minimum usage of natural gas required to prevent physical harm to an industrial or commercial consumer's facility, or danger to personnel at the facility, when the protection cannot be afforded through the use of an alternate fuel. Plant protection use includes usage necessary for the protection of the material in process as would otherwise be destroyed, but does not include deliveries required to maintain production.
- (9) Residential use - Gas usage in a residential dwelling or unit for space heating, air conditioning, cooking, water heating or other domestic purpose.

B. Natural Gas Emergency Planning

- (1) The Company has filed a Natural Gas Emergency Plan ("Plan") with the Pennsylvania Public Utilities Commission ("Commission") reflecting its unique operational characteristics and design criteria. The Plan contains simplified and understandable rules and regulations so that all of the Company's customers and all natural gas suppliers licensed to provide services to their customers can have a responsive action plan in place to protect themselves and their property in the event of a crisis. The Company's Natural Gas Emergency Plan can be located at the Company's website www.nationalfuelgas.com ~~under organized with other information for utility customers and natural gas suppliers services.~~ (C) The Company shall file revisions to the Plan when and as appropriate, or as directed by the Commission.

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

26. GAS EMERGENCY PLANS (Cont'd)

(2) If, in the sole judgment of the Company, there is sufficient time, ~~(c)~~ the Company shall use reasonable business and operational efforts to: interrupt all interruptible services, issue operations flow orders, and call for voluntary usage reductions by all customers before taking action under subsection 3. The Company shall take these three actions sequentially to the extent feasible.

(3) In the event of an emergency as described in subsection 1, the Company may require each commercial and industrial retail and transportation customer that is not a Priority 1 customer under subsection 9 to reduce its consumption of gas.

(a) The reduction required shall be determined by the Company without regard to priorities of use, as necessary to minimize the potential threat to public health and safety.

(b) The minimum authorized usage may not be lower than the minimum usage of firm service for plant protection use.

(c) When all other service has been curtailed except for Priority 1 service and the Company continues to be unable to meet Priority 1 requirements, the Company shall utilize measures designed to minimize harm to customers if curtailments to plant protection use are found to be necessary.

(d) Consistent with the Company's responsibility to maintain system integrity at all times, the Company shall restore service as soon as practicable to any gas-fired electric generation facility that is deemed critical to electric system reliability by the electrical system's control area operator.

(4) Mandatory reduction under subsection 3 shall be for a period specified by the Company until further notice. The Company may change a customer's authorized usage, upon notice, at any time during an emergency.

(5) Mandatory reductions under subsection 3 shall be for a maximum duration of 5 business days unless extended by Commission order. As an alternative to extending mandatory reductions under subsection 3, the Commission may order the Company to initiate priority-based curtailments under subsection 6.

(6) In determining whether to order the Company to initiate priority-based curtailments, the Commission will examine whether the Company did the following:

- (a) Interrupted all interruptible services.
- (b) Issued operation flow orders.
- (c) ~~Called~~ Called for voluntary usage reduction by all customers. (C)

(7) Upon issuance of a Commission order to initiate priority-based curtailments, the Company shall provide all affected customers the maximum notice possible, via telephone, text message, fax, electronic data interchange, or any other reasonable means of notification specifying the curtailment percentage of the customer's firm gas service and resulting allowances as may be the case. (C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

(b) Customer shall install, or cause to be installed, at no expense to Company, measuring equipment necessary in Company's judgment to accomplish accurate measurement of the gas. Company shall operate and maintain said measuring equipment. The measuring equipment will be installed, operated and maintained in accordance with the specifications of the Gas Measurement Committee of the Natural Gas Department of the American Gas Association, as amended from time to time, or by any other mutually acceptable method commonly used in the industry. Such measuring equipment shall conform to the specifications provided by Company; shall be calibrated, as Company deems necessary, by Company; shall be inspected by Company; and must be approved by Company prior to any deliveries hereunder.

Customer recognizes that it may be necessary for Company's employees, agents, or representatives, to enter the property on which said measuring equipment is located to perform such functions upon said measuring equipment as may be necessary to effectuate the provisions of a Service Agreement, and Customer hereby expressly grants Company permission to perform such functions on said measuring equipment. Customer, to the extent it is within Customer's power to do so, will grant Company such easements as may be necessary for Company's employees to enter the property on which said measuring equipment is located. In the event that easements from other parties are necessary for Company's employees, agents or representatives to enter the property on which said measuring equipment is located, Customer will acquire such easements, and agrees that the Service Agreement will not become effective until and unless such easements are acquired.

(c) Company will read the meter(s) measuring the consumption at Customer's facility at the conclusion of each billing month. Upon the request of Company, the Customer shall read such meter(s) at reasonable intervals and provide such readings to Company. Measurement shall be governed by any applicable provisions of Company's tariff, and any applicable regulations of the Pennsylvania Public Utility Commission. The pressure base shall be fourteen and sixty-five hundredths (14.65) pounds per square inch absolute. No volumetric adjustments shall be made to compensate for the difference between this pressure base and the pressure base identified in Paragraph (a) above.

(d) Each party shall have constant access to the meters and access, upon reasonable notice and during business hours, to meter charts and records.

(e) Measurement of production gas at receipt meters shall be calculated following the recommendations of the ANSI/API 2530 "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids" (A.G.A. Report No. 3) including the A.G.A. Manual for Determination of Supercompressibility Factors of Natural Gas or the A.G.A. Transmission Measurement Committee Report No. 8 "Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases-" or the ANSI B109.3 "Standard for Rotary Meters" and "Measurement by Turbine Meters - Volumetric Flow Measurement" (A.G.A. Report No. 7), as appropriate to the type of measurement installed at the receipt facility, including any revisions applying thereto. If the receipt facility gas flow characteristics are such that calculations cannot be performed consistent with the above-mentioned recommendations due to a decline in production or other operational matters, the Company shall have the right to turn off a meter until a replacement meter meeting the above specifications is installed.

(C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

for the ADDQ. Additionally, if an Imbalance Holder's FSIV is less than 1,000 Mcf, it will be assigned to the Market Pricing Tier. If the Imbalance Holder does not qualify for the Market Pricing Tier under either of these safe harbors, then the Imbalance Holder's FSIV will be used to determine imbalance pricing.

The Imbalance Holder will be cashed out at the tiers, beginning at the tiers furthest from the Market Pricing Tier until the imbalance volumes within all the tiers are reduced to zero. The Market Pricing Tier will be cashed out after all other tiers have been cashed out.

Cash Out Sales and Cash Out Purchases will be reflected on the next bill issued by the Company to the Imbalance Holder following the conclusion of trading sessions.

31. CHANGES OF RULES AND REGULATIONS

The Company reserves the right to modify, alter or amend the foregoing Rules and Regulations and to make such further and other rules and regulations as experience may suggest or the Company may deem necessary or convenient in the conduct of its business provided, however, that such modifications, alterations, or amendments shall not become effective unless and until included in this tariff.

32. RENEWABLE NATURAL GAS

Renewable Natural Gas or RNG is Pipeline compatible gaseous fuel derived from biogenic or other renewable sources that has lower lifecycle CO2e emissions than geological natural gas. Examples include pipeline compatible gas derived from wastewater treatment plants, landfill gas, anaerobic digestion gas, power to gas from renewable electricity or syngas.

The operating procedures applicable to RNG are provided in the Company's Operational Procedures Manual provided in the Company's Operational Procedures Manual. Parties wishing to produce RNG for delivery into Distribution's system, i.e. RNG Operators, are required to execute an RNG Interconnect Agreement as a condition of access.

RNG produced and delivered into the Company's system must meet the Company's RNG Quality Standards, as specified in the RNG Interconnect Agreement, as well as the gas quality standards specified in Rule 28 of this tariff.

33. DATA SECURITY AGREEMENT

As a condition of access to customer information via publicly available Company business systems, including but not limited to web portals, the Company will require parties requesting such access to sign a Data Security Agreement and require that parties carry and maintain Cybersecurity insurance in an amount no less than \$5,000,000 per incident. A standard form Data Security Agreement will be provided in the Company's Operational Procedures Manual.

Such requirement shall not apply to customers with usage less than 5,000 mcf per year that seek to access their own customer account information. Further, the Company may accept Cybersecurity insurance provided under another agreement, provided that such agreement is substantially identical in form and effect as the standard form Data Security Agreement.

(C) Indicates Change

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The above rates shall be subject to surcharges in accordance with the provisions of Rider B - State Tax Adjustment Surcharge as set forth in this tariff ~~but shall not be subject to Rider D - Transition Costs~~. The above rates shall be changed to reflect changes to purchased gas cost rates.

(C)

REAPPLICATION FOR LIRA AT A NEW ADDRESS

When one or more LIRA customers move to a new address, it will be necessary for each of them to be identified on a new LIRA application. Reapplication is necessary in order to verify the household income and to determine each adult household member who will become responsible for paying the bills at the new address. If a ratepayer, or any of the adult members of the household, has an overdue balance from a previous account, that balance will be reflected on the first LIRA bill at the new address. If a previous account was terminated for nonpayment, the ratepayer(s) must, in addition, pay a down payment toward an arrangement covering pre-LIRA Program unforgiven balances. A customer who moves to a new premise can continue with the arrearage forgiveness component of the program for the remaining months not used.

ARREARAGE FORGIVENESS

Holds are established for the preprogram arrearages. These arrearages will be shown on LIRA customer's bills. Each month the Budget Plan amount is paid on time, one twenty-fourth of the amount eligible for forgiveness is eliminated.

When a LIRA customer moves to a new address, the remaining months for arrearage forgiveness can be utilized at the new address. The hold would be placed on the new account indicating the original amount of the arrearage forgiveness and the current amount to be held or considered for forgiveness.

LIHEAP

All LIHEAP grants will be applied to the customers' LIRA program responsibility in accordance with applicable Department of Public Welfare vendor requirements.

(C) Indicates Change

SPECIAL PROVISIONS

1. A customer that has Bypass Facilities and that desires service under this rate schedule must enter into an Agreement for Service under Rate Schedule BP that specifies a volume of gas equal to, or greater than, the volume of gas specified in the Service Agreement under this rate schedule.
2. As used in this Rate schedule, the term "Bypass Facilities" does not include facilities that enable a customer to obtain "Self-Help" gas.

"Self-Help" gas refers to gas produced by the customer from gas reserves and wells owned by the customer on a tract of land owned by the customer that is contiguous to the tract of land in which the customer's manufacturing plant facilities are located.

3. SB customers shall be subject to a surcharge equal to 25 percent of the retail rates of the applicable sales rate schedule to volumes purchased by transportation customers (in excess of volumes contracted for under Rate Schedule SB) during the billing month ending in December, January, February or March and a surcharge equal to 10 percent of the retail rates of the applicable sales rate schedule to volumes purchased by transportation customers (in excess of volumes contracted for under Rate Schedule SB) during the remaining billing months when overruns by transportation customers are authorized by Company. The rates for sales of gas shall include the Distribution Charges, Gas Adjustment Charge, and the Natural Gas Supply Charge under the sales rate schedule that applies to the customer and the applicable surcharge percentage set forth above. In months when the sum of the Natural Gas Supply Charge and the Gas Adjustment Charge is less than the MMI, the applicable sales rate shall be equal to the sum of the Distribution Charges, the MMI plus all transportation costs to the Company's City Gate, and the applicable surcharge percentage applied to this rate.
4. SB Transportation MMT customers shall be subject to a penalty of Charges for Daily City Gate Underdeliveries applicable to MMNGS Suppliers plus the higher of \$25 per Dth or the DMI for that day plus all transportation costs to the Company's City Gate ~~\$25 per MCF applicable to gas purchased from Company by transportation customers (in excess of volumes contracted for under Rate Schedule SB) during the billing month ending in December, January, February or March when~~ Company has announced that overrun service is not available. (C)

SB Transportation DMT customers shall be charged the higher of: (1) the rate determined in item 3 above or (2) the Charges for Daily City Gate Underdeliveries applicable to MMNGS Suppliers plus the higher of \$25 per Dth or the DMI for that day plus all transportation costs to the Company's City Gate ~~sum of the interstate transportation rate applicable to the customer and the highest incremental per Mef cost of gas purchased in Company's gas supply portfolio during the month applicable to gas purchased from Company by the transportation customer (in excess of volumes contracted for under Rate Schedule SB) plus the 25% premium during the billing month ending in December, January, February or March and a 10% premium during the remaining months when~~ Company has issued an OFO that includes a Restriction on Access to Daily Metered Imbalances or announced that overrun service is not (C)

available.

(C) Indicates Change

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K. Rates under this Rate Schedule will be recomputed in, inter alia, each of the Company's annual proceeding under Section 1307(f) of the Public Utility Code.

L. Customers who elect transportation service under this Rate Schedule shall have the right thereafter to purchase gas from the Company only to the extent that they have contracted for firm service under Rate Schedule SB for Standby Service or under Rate Schedule PSB for Priority Standby Service. Purchases of gas from the Company by MMT Customers who have not contracted for service under Rate Schedule PSB shall be subject to both the charges under the applicable sales rate schedule and all provisions of the Rate Schedule SB, including the Special Provisions, for a period of 12 months to the extent such customers continue to purchase gas from the Company.

M. Customers who elect to schedule their own gas supplies via Company's internet accessible Transportation Scheduling System and/or wish to access and/or obtain each day meter readings of the volume of gas delivered to the Company for the Customer's account and the volume of gas from the Company used by the Customer each day shall execute a Data Security Agreement pursuant to Tariff Rule 33. (C)

(C) Indicates Change

H. Service under this rate schedule shall be available only to the extent that there is sufficient capacity for such service in those portions of the Company's system affected by providing of transportation service including but not limited to, that portion of the Company's system where gas is delivered to the Company and that portion of the Company's system where gas is delivered to the Customer. In determining the Company's ability to provide transportation service, sufficient capacity in the Company's system shall be assumed. If service shall not be supplied, based upon insufficient capacity, the burden shall be on the Company to prove such capacity limitation.

I. Where gas is received by the Company for transportation service pursuant to this Rate Schedule, title to such gas shall remain vested in the Transportation Service Customer for which such gas was received for transportation. The Company's furnishing transportation service for a Transportation Service Customer shall be complete upon delivery of gas received for transportation service, except as provided in E and F, above.

J. The Company shall not be liable, under any circumstances or in any respect, to a Gas Service Customer, Transportation Service Customer, a producer of gas or any other person or entity for damages arising either directly or indirectly from interruption, curtailment or termination of transportation service.

K. Revenues produced by charges to DMT customers for overdeliveries of transportation gas to such customers shall be treated in accordance with Paragraph (b)(11) of Rider "A".

L. Customers who contract for transportation service under this Rate Schedule shall have the right thereafter to purchase gas from the Company only to the extent that they have contracted for firm service under Rate Schedule SB for Standby Service or under Rate Schedule PSB for Priority Standby Service. Purchases of gas from the Company by transportation service customers who have not contracted for service under Rate Schedule PSB shall be subject to both the charges under the applicable sales rate schedule and all provisions of the Rate Schedule SB, including the Special Provisions.

M. Customers who elect to schedule their own gas supplies via Company's internet accessible Transportation Scheduling System and/or wish to access and/or obtain each day meter readings of the volume of gas delivered to the Company for the Customer's account and the volume of gas from the Company used by the Customer each day shall execute a Data Security Agreement pursuant to Tariff Rule 33.

(C)

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RATE SCHEDULE MMNGS
MONTHLY METERED NATURAL GAS SUPPLIER SERVICE (Cont.)

In order to validate a claim of Force Majeure, the MMNGS Supplier must have a firm, non-interruptible service with the affected pipeline that is covered by the Force Majeure event and must be willing to present such agreements to the Company.

Volumes not delivered pursuant to this Special Provision must be made up by MMNGS Supplier as soon as possible at a delivery rate to be established by the Company. Any curtailed volumes which are not made-up within thirty (30) days will be sold to MMNGS Supplier at a rate of \$10.00 per Mcf.

M. Title to Gas

Supplier warrants that, at the time of delivery of gas to the Company's City Gate, Supplier or Customer shall have good title to deliver all volumes made available.

N. Control and Possession

After Supplier delivers gas or causes gas to be delivered to the Company, the Company shall be deemed to be in control and possession of the gas until it is redelivered to the Customer at Customer's meter.

O. 24 Hour Availability

Supplier shall include on the MMNGS Service Agreement a phone number by which Supplier can be reached on a twenty-four (24) hour basis.

P. Data Security Agreement

Supplier shall execute a Data Security Agreement pursuant to Tariff Rule 33.

(C)

(C) Indicates Change

RATE SCHEDULE SATC
SMALL AGGREGATION TRANSPORTATION CUSTOMER SERVICE (Cont.)

3. Small Volume Industrial Service Transportation Rates

SATC Customers that meet the qualifications under the Small Volume Industrial Service Rate Schedule classification:

Rates per Small Volume Industrial Service SATC Customer per Month:

\$65.60 Basic Service Charge
\$0.23559 per 100 cubic feet

4. Intermediate Volume Industrial Service Transportation Rates

SATC Customers that meet the qualifications under the Intermediate Volume Industrial Service Rate Schedule classification:

Rates per Intermediate Volume Industrial Service SATC Customer per Month:

\$201.91 Basic Service Charge
\$0.17678 per 100 cubic feet for the first 100,000 cubic feet
\$0.13597 per 100 cubic feet for the next 1,900,000 cubic feet
\$0.10403 per 100 cubic feet for all over 2,000,000 cubic feet

B. Miscellaneous Customer Surcharges

~~1. Transition costs associated with FERC Order No. 636.~~

~~The rates for service rendered pursuant to the service classification shall be subject to a monthly transition cost surcharge as described in Rider D to this tariff.~~ (C)

21. Residential rates shall be subject to surcharges in accordance with Rider F - LIRA Discount Charge as set forth in this tariff. (C)

32. The above SATC rates shall be subject to surcharges in accordance with provisions of Rider B - State Tax Adjustment Surcharge. (C)

(C) Indicates Change

(D) Indicates Decrease

(I) Indicates Increase

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RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

c. Additional Assignments of ESS Storage Capacity (Cont.)

All revenues received from such storage gas transfers shall be credited as revenues for the recovery of purchased gas costs as specified in Rider A of this tariff.

Storage gas shall be transferred with released capacity effective the first day of the month as follows:

Capacity Transfer Month	Volumes of Storage Gas Transferred as a Percentage of Released Capacity
April	0-00%
May	0-00%
June	12-00%
July	29-00%
August	46-00%
September	63-00%
October	80-00%
November	95-00%
December	90 86-00%
January	75 68-00%
February	50 45-00%
March	28-00%

(C)

If the monthly minimum storage inventory level (expressed as a percentage) applicable to the last day of a calendar month has been relaxed, the same percentage shall apply to the volumes of storage gas transferred as a percentage of released capacity effective the first day of the following month.

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RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

e. Required ESS Storage Inventory Levels (Cont.)

In addition to meeting the City Gate balancing requirements set forth below, Suppliers must meet a minimum storage inventory level of:

12% on May 31,
29% on June 30,
46% on July 31,
63% on August 31,
80% on September 30,
95% on October 31,
~~90~~86% on November 30,
~~75~~68% on December 31,
~~50~~45% on January 31,
28% on February 28 (February 29 in a leap year)

(C)

Any deficiency more than 2% below the required monthly minimum storage inventory level will be automatically adjusted by the Company to meet the required level. The supplier will be charged per Mcf for such automatic adjustment at the higher of \$7.00 per MCF or the DMI for that day plus all transportation costs to the Company's City Gate. For any deficiency within 2% of the required monthly minimum storage inventory level, the Supplier will be charged per Mcf for such adjustment at the DMI for that day plus all transportation costs to the Company's City Gate, unless the Company, subject to operating conditions, determines that such deficiencies need not be adjusted.

The Supplier shall be required to provide the Company with the permission necessary to allow the Company to obtain access to the supplier's storage balance information to provide assurance of compliance with the monthly storage inventory requirements.

The Company may elect to relax the monthly minimum storage inventory level applicable to all Suppliers by posting notice on its web site at least 5 business days prior to the last day of the first month to which a relaxed limit would apply.

(C)

(C) Indicates Change

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RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

2. When the customer's dispute has been filed within the first two billing periods since the customer should reasonably have known of a change of Suppliers and the dispute investigation establishes that the change occurred without the customer's consent, the customer shall not be responsible for any Supplier charges rendered during that period. If the customer has made payments during this period, the Supplier responsible for initiating the change of supplier shall issue a complete refund within 30 days of the close of the dispute. The refund or credit provision applies only to the natural gas supply charges.

3. A customer who has had a Supplier changed without having consented to that change shall be switched back to the original Supplier for no additional fee. Any charges involved in the switch back to the prior Supplier shall be the responsibility of the Supplier that initiated the change without the customer's consent.

4. Should a customer file an informal complaint with the Commission alleging that the customer's Supplier was changed without the customer's consent, the Bureau of Consumer Services will issue an informal decision that includes a determination of customer liability for any Supplier bills or administrative charges that might otherwise apply, rendered since the change of the Supplier.

5. The provisions of this section do not apply in instances when the customer's service is discontinued by the Supplier and subsequently provided by the Company because no other Supplier is willing to provide service to the customer.

6. Company and Suppliers shall preserve all records relating to unauthorized change of Supplier disputes for a period of three years from the date the customers filed the dispute. These records shall be made available to the Commission or its staff upon request.

W. Data Security Agreement

Supplier shall execute a Data Security Agreement pursuant to Tariff Rule 33. (C)

H. Service under this rate schedule shall be available only to the extent that there is sufficient capacity for such service in those portions of the Company's system affected by providing of transportation service including but not limited to, that portion of the Company's system where gas is delivered to the Company and that portion of the Company's system where gas is delivered to the Customer. In determining the Company's ability to provide transportation service, sufficient capacity in the Company's system shall be assumed. If service shall not be supplied, based upon insufficient capacity, the burden shall be on the Company to prove the capacity limitation.

I. Where gas is received by the Company for transportation service pursuant to this Rate Schedule, title to such gas shall remain vested in the Transportation Service Customer for which such gas was received for transportation. The Company's furnishing transportation service for a Transportation Service Customer shall be complete upon delivery of gas received for transportation service, except as provided in E and F, above.

J. The Company shall not be liable, under any circumstances or in any respect, to a Gas Service Customer, Transportation Service Customer, a producer of gas or any other person or entity for damages arising either directly or indirectly from interruption, curtailment or termination of transportation service.

K. Revenues produced by charges to DMLMT customers for overdeliveries of transportation gas to such customers shall be treated in accordance with Paragraph (b)(11) of Rider "A".

L. Customers who contract for transportation service under this Rate Schedule shall have the right thereafter to purchase gas from the Company only to the extent that they have contracted for firm service under Rate Schedule SB for Standby Service. Purchases of gas from the Company by transportation service customers under this rate schedule shall be subject to both the charges under the applicable sales rate schedule and all provisions of the Rate Schedule SB, including the Special Provisions.

M. The Company may establish a BTU conversion factor in the DMLMT service agreement for volumes of gas to be received by the Customer at a factor different from the system average BTU conversion factor applied to other transportation customers.

N. Customers who elect to schedule their own gas supplies via Company's internet accessible Transportation Scheduling System and/or wish to access and/or obtain each day meter readings of the volume of gas delivered to the Company for the Customer's account and the volume of gas from the Company used by the Customer each day shall execute a Data Security Agreement pursuant to Tariff Rule 33.

(C)

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